AGREEMENT FOR ENFORCEMENT OF PARKING RULES AND REGULATIONS

This Agreement is made and entered into this 24th day of January, 2019 (the "Effective Date"), by and between:

PALM GLADES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in unincorporated Miami-Dade County, Florida, and with offices at 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District"); and

SILVER PALMS BY LENNAR COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, whose principal address is 8200 NW 33rd Street, Suite 300, Miami, Florida 33122 and whose mailing address is 23770 SW 115th Avenue, Miami, FL 33032 (the "Association").

RECITALS

WHEREAS, the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended; and

WHEREAS, the Association is a homeowners' association organized and existing pursuant to Chapter 720, Florida Statutes; and

WHEREAS, on November 13, 2018, following a duly advertised public hearing, the District's Board of Supervisors adopted Resolution No. 2019-01 enacting the Palm Glades Community Development District Parking Rules and Regulations ("Parking Rules").

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to enter into this Agreement with the Association in order to authorize the Association to enforce the Parking Rules adopted by the District; and

WHEREAS, the parties have determined that this Agreement is in the best interests of the parties and the residents of the District, in order to ensure an orderly and coordinated enforcement of parking rules within the Silver Palms community.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100 ($10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the term and conditions hereof, the District and the Association agree as follows:

1.0 **RECITALS**. The foregoing recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

2.0 **ENFORCEMENT OF RULES.** The District hereby authorizes the Association to enforce and apply the District's Parking Rules, which were approved and enacted by the District by Resolution No. 2019-01 on November 13, 2018, and which are attached hereto as **Exhibit A**, on all streets, roads, designated parking spaces, and other real property owned or maintained by the District, and as such Parking Rules may be amended by the District from time to time.

3.0 **INDEMNIFICATION.**

3.1 The Association agrees to indemnify and hold harmless the District, its elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees sustained by the District, its elected officers, agents, servants, or employees, arising out of, or by reason of, or relating to this Agreement or resulting from the Association's negligent acts, errors, or omissions, or willful or intentional acts.

3.2 To the extent permitted by law, the District agrees to indemnify and hold harmless the Association, its elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees sustained by the Association, its elected officers, agents, servants, or employees, arising out of, or by reason of, or relating to this Agreement or resulting from the District's negligent acts, errors, or omissions, or willful or intentional acts.

4.0 **NO WAIVER OF IMMUNITIES.** Nothing herein shall be construed as a waiver by the District of the protections, immunities, and limitations of liability provided in Section 768.28, Florida Statutes.

5.0 **TERM OF AGREEMENT; TERMINATION.**

5.1 This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this Agreement shall be for one (1) year and shall automatically renew for additional one (1)-year periods on the anniversary date of the Effective Date of the Agreement.

5.2 Either party may terminate this Agreement for convenience (with or without cause) at any time and at its discretion upon providing twenty-four (24) hours' written notice of its intent to terminate to the other party.

6.0 **MISCELLANEOUS PROVISIONS.**

6.1 **NOTICES**. All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

DISTRICT: **Palm Glades Community Development District**
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attention: District Manager

With copy to: **District Counsel**
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Dennis Lyles, Esq.

ASSOCIATION: **Silver Palms by Lennar Community Association, Inc.**
23770 SW 115th Avenue
Miami, Florida 33032
Attention: President

Notice shall be deemed given upon the earlier of actual receipt, one business day after sending by express overnight courier, or three business days after sending by certified or registered mail.

6.2 **ENTIRE AGREEMENT**. The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between the District and the Association and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.

6.3 **AMENDMENT AND WAIVER**. This Agreement may be amended only by a written instrument signed by both parties. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

6.4 **SEVERABILITY**. The parties agree that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

6.5 **GOVERNING LAW; VENUE.** This Agreement shall be construed under the laws of the State of Florida. Venue of any claim, objection, or dispute arising out of this Agreement shall be in the appropriate court of competent jurisdiction in Miami-Dade County, Florida.

6.6 **ATTORNEYS' FEES.** In any dispute arising between or among the parties, the losing party shall pay to the prevailing party reasonable costs and expenses incurred in connection with any mediation, arbitration, or suit as determined by the mediator, arbitrator, or court, including attorneys' fees, court costs incurred by the prevailing party or any agent or employee of the prevailing party in participating in any arbitration or litigation in connection therewith.

6.7 **NO THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

ATTEST:

Secretary/Assistant Secretary

PALM GLADES
COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairperson/Vice Chairperson

SILVER PALMS BY LENNAR
COMMUNITY ASSOCIATION, INC.

By: _____

Title: President

By: _____

Title: Vice President

EXHIBIT A

PALM GLADES COMMUNITY DEVELOPMENT DISTRICT
PARKING RULES AND REGULATIONS

PALM GLADES
COMMUNITY DEVELOPMENT DISTRICT
PARKING RULES AND REGULATIONS

1. The rules and regulations herein shall be referred to as the "Palm Glades Community Development District Parking Rules and Regulations" or the "Parking Rules."
2. No vehicles of any nature shall be parked on any portion of the Palm Glades Community Development District (the "District")-owned property except on the surfaced parking areas.
3. All lawn maintenance vehicles shall park on the driveway of the Homes of the Silver Palms by Lennar HOA and not in the roadway or swale.
4. Residents are prohibited from parking in guest parking spaces.
5. Guests may park only in designated guest parking spaces and such parking is limited to a maximum period of twelve (12) hours.
6. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any truck or vans which are larger than one ton shall be parked within the District-owned property except during the period of delivery.
7. Recreational vehicles, personal street vans, personal trucks of 1-ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size guest parking stalls may be parked within the District-owned property except during the period of delivery.
8. No vehicle which cannot operate on its own power shall remain within the District-owned property for more than twelve (12) hours.
9. No repairs or maintenance, except emergency repairs, of vehicles, shall be made within the District-owned property.
10. No vehicles shall be stored on blocks within the District-owned property.
11. No commercial vehicle, limousine, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within the District-owned property. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos, Blazers,

Explorers, Navigators, etc.) or clean non-work vehicles such as pick-up trucks, vans, or cars if they are used by the owner daily for normal transportation. Notwithstanding any other provision in these Parking Rules to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by the Palm Glades Community Development District of the Club Silver Palms Clubhouse, common areas, or any other property owned by the District.

12. No vehicles displaying commercial advertising shall be parked within the District-owned property.
13. No vehicles bearing a "for sale" sign shall be parked within the District-owned property.
14. No vehicles with expired registration or license plates or with vehicle covers may be kept within the District-owned property.
15. Parking spaces at the Club Silver Palms Clubhouse are for sole use of the clubhouse members. No overnight parking at the clubhouse is permitted.
16. Designated handicap parking spaces are to be used when handicap decal; state-issued placard or disability plates with attached emblems are displayed on the front and/or rear of the vehicle.
17. Unauthorized vehicles parked within the District-owned property or vehicles otherwise violating these Parking Rules will be towed away at owner's expense.