

DEVELOPERS AND HOMEOWNERS ASSOCIATION AGREEMENT
FOR UPGRADED STREET LIGHTS

This Agreement, entered into this _____ day of _____, 20____, by and between _____, hereinafter referred to as Developer; _____, hereinafter referred to as Association, and the CITY OF OCOEE, hereinafter referred to as City.

WITNESSETH:

WHEREAS, the Developer owns and desires to develop certain real property located in the City of Ocoee, Orange County, Florida, more particularly described in **Exhibit "A"**, attached hereto; and

WHEREAS, for the purpose of developing the subject property, the Developer has submitted to the City of Ocoee a subdivision plan and specifications for a subdivision to be known as _____; and

WHEREAS, the Developer intends to develop the subject property in accordance with the approved subdivision plans and specifications, including certain specialized street lighting; and

WHEREAS, in order to install said street lighting it will be necessary to install _____ type street lights for every _____ conventional fixtures to obtain the same illumination; and

WHEREAS, the cost and maintenance of the _____ type street lights is in excess of the amount paid by the City for street lighting pursuant to the City's agreement with Florida Power Corporation; and

WHEREAS, the City is in agreement to allow this type of street lighting by the Developer for use in _____ subdivision provided that the additional cost thereof is paid for by the Developer and/or the Association; and

WHEREAS, the Developer and Association are in agreement to pay the additional costs thereof.

NOW THEREFORE, the parties agree as follows:

1. The Developer hereby agrees that the Declaration of Covenants, Conditions and Restrictions for _____ shall specifically provide that the Association shall be responsible for the additional cost of street lighting that is over and above that paid for by the City and shall reimburse the City of Ocoee said additional cost plus an administrative charge equal to ten (10) percent of the additional costs and that said Association shall have the power and authority to assess each lot owner within said subdivision, which said assessment shall be a lien upon each lot and shall be subject to foreclosure by the Association in the event of non-payment.

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2. That the Association for itself, its successors and assigns agrees that the Declaration of Covenants, Conditions and Restrictions for _____ shall not be amended as it relates to the duty to pay the additional cost of street lighting and the lien and enforcement provisions thereof, without consent of the City, and further agrees to be responsible for the additional costs of street lighting over and above that paid for by the City that results from the use of the desired street lighting, plus the administrative costs set forth above.

3. The Developer upon the execution of this Agreement, shall pay to the City the cost of recording this Agreement in the Public Records of Orange County, Florida.

4. This Agreement shall be binding and inure to the benefit of the subject property and be binding upon the Association and any persons, firm or corporation that may become its successor in interest directly or indirectly to the subject property.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the date and year first above written.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

CITY OF OCOEE, FLORIDA

Witness

MAYOR

ATTEST:

Witness

City Clerk

FOR USE AND RELIANCE ONLY THE
CITY OF OCOEE, APPROVED AS TO FORM
AND LEGALITY, THIS _____ DAY OF
_____, 20__.

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD ON
_____, 20__, UNDER
AGENDA ITEM NO. _____.

FOLEY & LARDNER

BY: _____
CITY ATTORNEY

Developers and Homeowners Association
Agreement for Upgraded Street Lights

DEVELOPER:

By: _____

As its: _____

(SEAL)
ASSOCIATION:

By: _____

As its: _____

(SEAL)

Witness

Witness

Witness

Witness

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, personally known to me to be the Mayor and City Clerk, respectively, of the CITY OF OCOEE, a Florida municipal corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said municipality, and who did not take oaths.

WITNESS, my hand and official seal in the County and State last aforesaid this _____ day of _____, 20__.

Notary Public

My Commission Expires:

Developers and Homeowners Association
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STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, personally known to me, or who provided _____ as identification, as the _____ of _____, a _____ and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said _____ and that the seal affixed thereto is the true corporate seal of such corporation, and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20__.

Notary Public

My Commission Expires:

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, personally known to me, or who provided _____ as identification, as the _____ of _____, a _____ and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said _____ and that the seal affixed thereto is the true corporate seal of such corporation, and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20__.

Notary Public

My Commission Expires: