

Exhibit D

This instrument prepared by, and
Upon recording return to:

David B. Earle, Esquire
Ross Earle Bonan & Emsor, P.A.
P.O. Box 2401
Stuart, FL 34995

Agreement for Development Order
between
Mayfair at Lawnwood REPH LLC ("Mayfair") and
Longwood of Ft. Pierce Homeowners Association, Inc. ("Longwood")

The Parties, Mayfair at Lawnwood REPH LLC, a Florida limited liability company ("Mayfair") with a mailing address at 780 N.W. 42nd Avenue, Miami, Florida 33126, and Longwood of Ft. Pierce Homeowners Association, Inc., a Florida not-for-profit corporation ("Association") with a mailing address at 1505 Nebraska Avenue, Ft. Pierce, Florida 34950 (collectively referred to the "Parties") hereby enter into this Agreement for Development Order ("Agreement"); and

WHEREAS, Mayfair has applied for a Development Order from the City of Ft. Pierce ("City") for the real property more particularly described in Exhibit "B" ("Mayfair Property"); and

WHEREAS, the Association is a Florida Homeowners Association organized pursuant to Chapters 617 and 720, Florida Statutes, for the purpose of operating and managing that certain real property described in the Declaration of Covenants, Conditions and Restrictions of Longwood Village, recorded in Official Record Book 408, Page 636, Public Records of St. Lucie County, Florida, as amended from time to time ("Longwood Property"); and

WHEREAS, the Association has raised several objections to the Mayfair Development Order application; and

WHEREAS, the Parties have reached an agreement with regard to the development of the Mayfair Property, as set forth below;

NOW THEREFORE, in consideration of the exchange of promises and other good and valuable consideration, acknowledged by each party as received and accepted, the Parties agree as follows:

1. All the recitals above and below are true, correct and shall be incorporated into this Agreement and the Development Order.
2. This Agreement provides for the construction of no more than 218 rental units in the project on the north and middle parcels of the Mayfair Property as depicted on Exhibit "A". Such units shall be developed substantially in accordance with the Plan attached as Exhibit "A". The Association agrees to the Development Order as applied for by Mayfair and supports the same, subject to the terms and conditions set forth herein.
3. The southern parcel of the Mayfair Property ("South Parcel") shall be improved by Mayfair at Mayfair's sole cost with (i) a lake or water retention basin as shown on the plans approved by City of Fort Pierce ("Plans") as depicted on Exhibit "D"; (ii) the enlargement of the existing discharge weir and/or opening; (iii) connection of the existing drainage to the new lake; and (iv) the connection of new lake or water retention basin to the South 19th Street Canal, all as more

particularly described and detailed in Exhibit "D" (collectively, "Improvements"). Within sixty (60) days after completion of such Improvements as certified by a licensed engineer or architect acceptable to the Parties, the South Parcel shall be conveyed by special warranty deed ("Deed") to the Association, free and clear of monetary liens but subject to a use restriction of the South Parcel as part of the water management system benefitting both the Longwood Property and the Mayfair Property ("Water Management System"). The Association shall assume all obligations for ad valorem taxes relating to the Improvements and the South Parcel prorated for the year of closing and then solely thereafter. Mayfair shall be responsible to pay the design and permitting costs of the Improvements and any documentary stamp or transfer taxes and recording costs for the Deed (collectively, "Mayfair Costs").

4. All obligations of Mayfair and the Association under this Agreement are contingent upon the receipt of approvals from South Florida Water Management District, and the City of Fort Pierce, as applicable, and/or any other agency from which a permit shall be required (collectively, "Lake Permit") for the construction of the Improvements. The obligations of Mayfair and the Association under this Agreement are subject to the City's approval of a density transfer sufficient to allow for a residential community and related amenities consisting of up to 218 units to be constructed on the northern and middle parcels of the Mayfair Property. At least 50% of the constructed units shall be two or three bedroom units, each with a minimum square footage of 997 square feet, and no more than 50% of the constructed units shall be one bedroom units, each with a minimum of 806 square feet (collectively, "Project").
5. Mayfair will apply for the Lake Permit prior to the commencement of any construction of the Project. Mayfair shall be permitted to commence construction of up to two buildings of the Project following the application for the Lake Permit. Subject to having obtained the Lake Permit, Mayfair shall commence the construction of the Improvements no later than 18 months after the date of execution of the Development Order by the City ("DO Approval"). Mayfair shall proceed diligently and complete the construction of the Improvements no later than 2 years from DO Approval. Mayfair will expend up to \$100,000.00, which Mayfair reasonably believes is sufficient to complete the Improvements and to pay the Mayfair Costs. In the event that a portion of the said \$100,000.00 is not used for construction of the Improvements and the Mayfair Costs, then the remainder of the funds shall be used to enhance the South Parcel with landscaping and other amenities agreed upon by the Parties. In the event the Mayfair Costs exceed \$100,000.00, Mayfair shall be responsible to pay such excess; provided however, Mayfair shall be entitled to recover any economic benefit of any fill removed from the Lake.
6. The Parties agree that the Project units may be rental units provided that the minimum initial lease term for all units shall be twelve (12) months. Thereafter, up to twenty-five percent (25%) of the units may be leased for a term of no less than nine (9) months (and the remaining seventy-five percent (75%) of the units will continue to be subject to a twelve (12) month minimum lease term).
7. The Shared Use Agreement attached as Exhibit "C" will be amended within sixty (60) days from the effective date of this Agreement. The amended Shared Use Agreement will acknowledge that, in consideration for and upon completion of the Improvements and conveyance of the South Parcel as described in paragraphs 3, 4 and 5 above, Mayfair will no longer owe the Association any contribution for Shared Costs accruing through December 31, 2017. Commencing January 1, 2018, Mayfair and the Association will each be responsible for fifty percent (50%) of the Shared

Costs of maintaining the Water Management System (and such Shared Costs shall include, but not be limited to, routine maintenance, repair, replacement and capital reserves for same).

8. Mayfair will construct the sidewalks on the west side of the Mayfair Property as detailed in the Development Order.
9. Mayfair will construct concrete walls, on the eastern portion of the north and middle parcels of the Mayfair Property. Mayfair is not obligated to construct any wall bordering the South Parcel. The north and middle parcel walls shall be constructed at the start of vertical construction on each respective parcel, provided, however that both walls shall be completed no later than 2 years from DO Approval, regardless of whether vertical construction has commenced on either or both parcels.
10. This Agreement represents a compromise and a settlement of disputed claims.
11. Mayfair and Longwood acknowledge that each has had the opportunity to consult with such professionals, experts, and legal counsel of their choice as either may have desired with respect to the matters set forth herein.
12. Each party has participated fully in the negotiation and preparation of this Agreement and each party has carefully reviewed this Agreement and is entering into the same freely. Accordingly, this Agreement shall not be more strictly construed against either party.
13. Each party represents and warrants each signatory hereto has the full power and authority to enter into this Agreement.
14. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.
15. This Agreement may be executed in one or more counterparts, each of which shall be a duplicate original, but a complete set of which taken together shall constitute one and the same instrument. Either of the parties hereto may execute this Agreement by signing any such counterpart or counterparts. Electronically mailed digital copies and/or faxed copies shall be deemed originals for all purposes, including enforcement.
16. If any obligation cannot be performed or completed at or within the time specified in this Agreement for any reason beyond the control of the obligor that is recognized as an excuse to timely performance under the laws of the State of Florida, the time for performance or completion shall be extended as necessary.
17. Should any provision of this Agreement, for any reason and to any extent, be determined invalid or unenforceable, the remainder hereof shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by Florida law.
18. This Agreement shall be recorded in the official records of Saint Lucie County and shall constitute covenants running with the land against the Longwood Property and the Mayfair Property.
19. Any and all disputes, claims and controversies arising out of, or relating to, this Agreement (including, but not limited to, the breach or validity thereof) shall be settled in a court of competent jurisdiction located in St. Lucie County, Florida. The parties consent to such venue and jurisdiction and waive any claims that such venue is an inconvenient forum. The parties may seek all remedies for any breach of this Agreement to which either may be entitled in law or equity. The prevailing party in any action that is brought to enforce this Agreement shall be entitled to the recovery of reasonable attorney's and paralegals' fees and costs, including

bankruptcy and appellate fees and costs, earned and incurred as a result thereof, in addition to any award and/or decision entered in connection therewith.

20. No modification of this Agreement shall be valid or effective unless in writing and signed by the Parties.
21. This Agreement is binding upon and inures to the benefit of each Party, and/or its successors and assigns.

ALL SIGNATURES ON FOLLOWING PAGES

ON

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the 18th day of January, 2018.

WITNESSES:

Joseph Moussa
Printed Name: Joseph Moussa
Myrna Cleen
Printed Name: Myrna Cleen

MAYFAIR AT LAWNWOOD REPH LLC,
a Florida limited liability company

By: REPH Management, Inc., a Florida
corporation, its Manager

Carlos Sandoz
By: Carlos Sandoz
Name: Carlos Sandoz
Title: Vice President

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was subscribed to and acknowledged before me this 18th day of January, 2018, by Carlos Sandoz as Vice President of REPH Management, Inc., a Florida corporation, on behalf of the corporation as Manager of MAYFAIR AT LAWNWOOD REPH LLC, a Florida limited liability company, in such capacity on behalf of the company, and who is personally known to me or has produced _____ as identification.

Concha M. Rodriguez
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

[NOTARIAL SEAL]

[signatures continue]



WITNESSES:

Bobby Lee Wilson
Printed Name: Bobby Lee Wilson
Michelle Cahill
Printed Name: Michelle Cahill

LONGWOOD OF FT. PIERCE
HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: James H. Gilfillan
Name: James H. Gilfillan
Title: Vice President

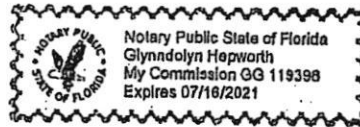
STATE OF FLORIDA
COUNTY OF

The foregoing instrument was subscribed to and acknowledged before me this 22 day of JANUARY, 2018, by JAMES H. GILFILLAN, as Vice President of Longwood of Ft. Pierce Homeowners Association, Inc., a Florida not-for-profit corporation, in such capacity on behalf of the corporation, and who is personally known to me, or has produced _____ as identification.

Glyndolyn Hopworth
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:
7/16/21

[NOTARIAL SEAL]

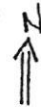
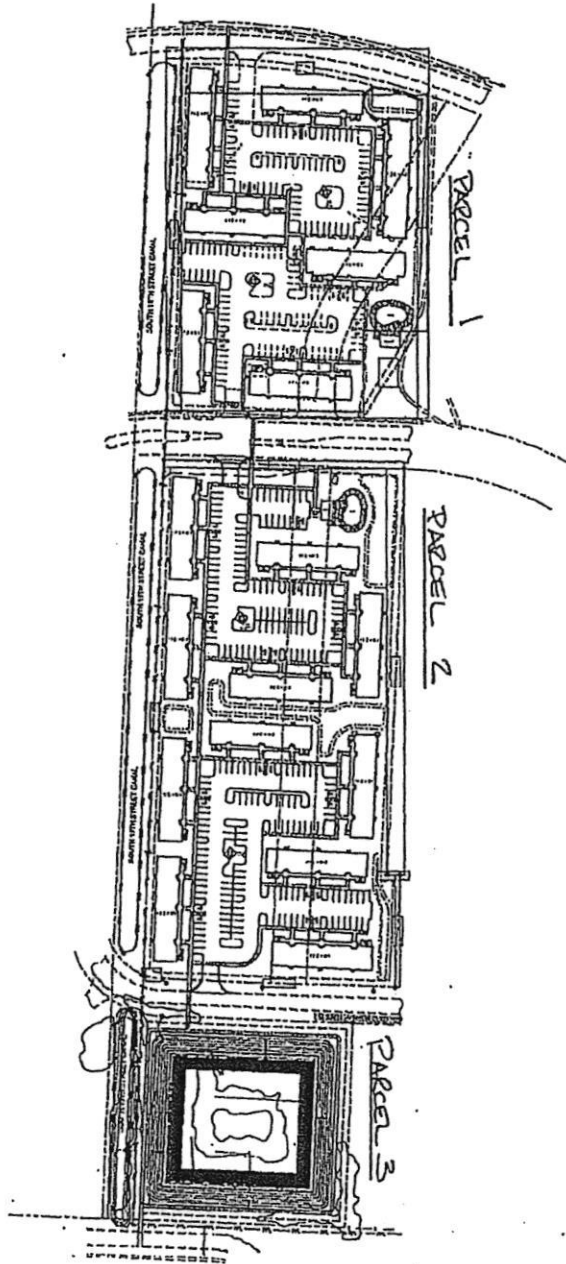


- Exhibit A Plan for 218 Rental Units and Lake
- Exhibit B Legal Description for the North, Middle and Southern Parcels
- Exhibit C Shared Cost Agreement
- Exhibit D Plan of the proposed improvements to the Southern Parcel

EXHIBIT A

Plan for 218 Rental Units and Lake

[see attached]



**WOILFARTH CONSULTING
GROUP LLC**
ENGINEERS & PLANNERS
216 N. WESTMONTGOMERY AVE
ALBANY, GA 31704
(404) 750-3123

OVERALL SITE PLAN
MAYFAIR
FORT PIERCE, FL

SCALE	DATE	SHEET
1" = ---'	10/25/2017	EX-01
PROJECT	REVISION	
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EXHIBIT B

Legal Description for the North, Middle and Southern Parcels

[see attached]

LEGAL DESCRIPTION

PARCEL 1:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA, BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE SOUTHWEST CORNER OF A 10 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31 OF SAID LAWNWOOD ADDITION SUBDIVISION, THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 839.34 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE RUN NORTH 01°25' EAST ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 582.38 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE NORTH; THENCE RUN SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1189.24 FEET, AN ARC DISTANCE OF 414.43 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 82°58'44" EAST AND A CHORD DISTANCE OF 412.34 FEET. THE LAST DESCRIBED COURSE BEING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE NORTH; THENCE RUN SOUTH 01°25' WEST PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF THE SOUTH 19TH STREET CANAL, 535.88 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE; THENCE RUN WESTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 635 FEET, AN ARC DISTANCE OF 15.00 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF NORTH 88°48'06" WEST AND A CHORD DISTANCE OF 15.00 FEET; THENCE RUN NORTH 89°28'42" WEST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 395.42 FEET TO THE POINT OF BEGINNING. THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE.

LESS AND EXCEPT:

PART OF LAWNWOOD ADDITION'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, AND A PART OF LONGWOOD VILLAGE PHASE 3-A, AS RECORDED IN OFFICIAL RECORDS BOOK 586, PAGE 321, BOTH OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF NEBRASKA AVENUE AND THE WEST LINE OF SOUTH 13TH STREET, SAID POINT BEING LOCATED 600 FEET NORTH OF THE INTERSECTION OF THE NORTH LINE OF QUINCY AVENUE AND THE SAID WEST LINE OF SOUTH 13TH STREET; AS MEASURED ALONG SOUTH 13TH STREET; RUN THENCE NORTH 89°28'42" WEST, ALONG THE SOUTH LINE OF NEBRASKA AVENUE, 401.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 805.94 FEET. THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°18'40", AN ARC DISTANCE OF 327.90 FEET TO A POINT, SAID POINT BEING A POINT OF REVERSE CURVATURE OF THE ABOVE-MENTION CURVE AND A CURVE CONNECTING THE SOUTH RIGHT-OF-WAY LINE OF NEBRASKA AVENUE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE CONTINUE WESTERLY AND NORTHWESTERLY FROM SAID POINT OF REVERSE CURVATURE ALONG SAID CURVE HAVING A RADIUS OF 805.94 FEET; THROUGH CENTRAL ANGLE OF 26°51'20", AN ARC DISTANCE OF 377.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE LEAVING THE SOUTH RIGHT-OF-WAY OF NEBRASKA AVENUE ALONG A LINE WHICH IS RADIAL TO SAID CURVE, ON A BEARING OF NORTH 60°41'19" EAST, A DISTANCE OF 80.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID NEBRASKA AVENUE, THENCE RUN NORTH 39°18'41" WEST, 188.33 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 635.00 FEET; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG SAID CURVE CONCAVE TO THE SOUTHWEST THROUGH A CENTRAL ANGLE OF 48°48'48", HAVING AN ARC LENGTH OF 510.99 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL. THENCE, CONTINUING ALONG SAID CURVE AND THE NORTH LINE OF NEBRASKA AVENUE, THROUGH A CENTRAL ANGLE OF 01°21'12", AN ARC DISTANCE OF 15.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°28'41" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY OF NEBRASKA AVENUE, A DISTANCE OF 67.76 FEET; THENCE NORTH 30°59'45" EAST, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 167.64 FEET; THENCE SOUTH 01°25'00" WEST A DISTANCE OF 144.69 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID NEBRASKA AVENUE AND THE POINT OF BEGINNING.

CONTAINING 0.14 ACRES, MORE OR LESS.

PARCEL 2:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31, OF SAID LAWNWOOD ADDITION SUBDIVISION. THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 919.35 FEET TO THE POINT OF BEGINNING (P.O.B.), THENCE RUN SOUTH 89°28'42" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE, SAID LINE BEING PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, A DISTANCE OF 398.67 FEET; THENCE RUN SOUTH 01°25' WEST, PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 603.12 FEET THENCE RUN SOUTH 89°28'42" EAST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 20.05 FEET, THENCE RUN SOUTH 01°25' WEST, PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL 180.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH, THENCE RUN NORTH 89°28'42" WEST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 369.02 FEET TO A POINT OF CURVATURE OF A CURVE TO THE NORTHEAST HAVING A RADIUS OF 95 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°25'59", AN ARC DISTANCE OF 32.22 FEET TO THE EAST LINE OF THE SOUTH 19TH STREET CANAL. THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE NORTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN NORTH 01°25' EAST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 837.71 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCE (P.O.C.) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31, OF SAID LAWNWOOD ADDITION SUBDIVISION. THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 2163.02 FEET TO THE POINT OF BEGINNING (P.O.B.), THENCE RUN NORTH 01°25' EAST ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL 334.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 155 FEET, THROUGH A CENTRAL ANGLE OF 12°07'54", AN ARC DISTANCE OF 32.82 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF SOUTH 83°24'42" EAST AND A CHORD DISTANCE OF 32.76 FEET. THENCE RUN SOUTH 89°28'42" EAST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 317.37 FEET. THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN SOUTH 01°25' WEST, PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 330.54 FEET TO THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE; THENCE RUN NORTH 89°28'42" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 350 FEET TO THE POINT OF BEGINNING.

SAID PARCELS (1-3) CONTAIN 15.66 ACRES, MORE OR LESS (15.52 NET ACRES).

EXHIBIT C

Shared Cost Agreement

[see attached]

Exhibit E

Prepared by: *Return to:*

Joel D. Kopelman, Esq.
Ruden, McClosky, Smith,
Soluster & Russell, P.A.,
200 E. Broward Blvd., Suits 1500
Fort Lauderdale, FL 33301

EDWIN M. BRY, JR., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 218416784008 of 1113AM
OF BOOK 2421 PAGE 2167-2168 Doc Type: AGR
RECORDING: 10/16/16
D D O P S T A M COLLECTION: 52.70

SHARED COST AGREEMENT

THIS SHARED COST AGREEMENT ("Agreement") is made of the 26th day of October, 2005, by and between LONGWOOD OF FT. PIERCE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit, whose address is 1505 Nebraska Avenue, Ft. Pierce, Florida 34950 (the "Association") and MAYFAIR AT LAWNWOOD, LLLP, a Florida limited liability limited partnership, ("Mayfair").

WITNESSETH

WHEREAS, the Association has been created to administer property encumbered by the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Longwood Village Phases, I, II and 3-A as recorded in Official Records Book 1673, Page 2014 of the Public Records of St. Lucie County, Florida (the "Declaration");

WHEREAS, the property encumbered by the Declaration includes two (2) ponds (the "Ponds") used for storm water quality treatment, attenuation, water storage, conveyance and such other purposes (the "Pond Purposes") required by and pursuant to South Florida Water Management District Standard General Environmental Resource Permit No. 56-00463-S for Villages of Longwood (AKA Longwood Village) permit amended or modified from time to time (the "Permit") issued by the South Florida Water Management District (the "District") and which Ponds, as part of the surface water management system, are also to be used for the aforesaid purposes for properties other than the property encumbered by the Declaration; and

WHEREAS, the real property described in Exhibit "A" attached hereto and made a part hereof (the "Mayfair Property") pursuant to permit(s) issued by the District is to have its storm water surface management system connect to drainage lines and facilities so that the Ponds will also service the Mayfair Property for the Pond Purposes; and

WHEREAS, the Association acknowledges that the surface water management system for the Mayfair Property (pursuant to a District permit issued or to be issued to the owner of the Mayfair Property) is to connect to the Association's surface water management system ("Association System") to discharge surface and storm water from the Mayfair Property into the Association System which includes, but is not limited to the Ponds to allow the Ponds to service the Mayfair Property for the Pond Purposes; and

WHEREAS, the Association and Mayfair are desirous of establishing the basis upon which the costs with respect to the maintenance and repair of the Ponds as shall be required by the District and the Permit issued by the District, are to be shared.

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration each to the other in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct or are incorporated herein by reference.
2. Maintenance. Pursuant to the Permit issued by the District, the Ponds are the obligation of the Association to maintain for Pond Purposes. The Ponds shall be maintained in accordance with the Permit issued by the District for the benefit of the property administered by the Association, the Mayfair Property and any other property as required by the Permit issued by the District.
3. Grant. In furtherance of the purposes of this Agreement, Association hereby grants the owner of the Mayfair Property a perpetual non-exclusive easement to connect to the Association System and discharge surface water and storm water from the Mayfair Property through the Association System and drainage pipes and facilities that are a part thereof for the Pond Purposes and for such other purposes as shall be required by the Permit governing the Association System.
4. Common Costs. For the purposes of this Agreement, the term "Common Costs" shall mean the cost and expense incurred by or on behalf of the Association with respect to the maintenance of the Ponds as part of the Association System. The Association and the owner of the Mayfair Property shall each be responsible for one-half (1/2) of the Common Costs. The Association shall bill Mayfair for its share of the Common Costs. Mayfair shall be obligated to pay its share of the Common Costs on an annual basis, in advance. The initial budget for the Common Costs in the amount of Two Thousand Five Hundred (\$2,500.00) Dollars is attached to this Agreement as Exhibit "B" ("Initial Budget") and the Initial Budget shall commence in the calendar year in which a declaration of condominium or declaration of covenants, restrictions and easements is recorded with respect to all or a portion of the Mayfair Property, and shall be prorated for a portion of a calendar year. No later than October 31st of each calendar year during the term of this Agreement after the first calendar year in which the owner of the Mayfair Property is obligated to pay its share of the Common Costs, the Association shall prepare

a budget for the Common Costs and submit same to the owner of the Mayfair Property. If the increase in the budget for Common Costs for the calendar year is not more than Two Hundred Fifty (\$250.00) Dollars greater than the prior year's budget for Common Costs, then the approval of the budget by the owner of the Mayfair Property shall not be required; provided, however, notwithstanding that approval by the owner of the Mayfair Property is not required, Association shall with the applicable budget provide to the owner of the Mayfair Property copies of document(s) that support and evidence the basis for the increase in the Common Costs. In the event that the budget for Common Costs for the applicable calendar year is more than Two Hundred Fifty (\$250.00) Dollars greater than the budget for Common Costs for the preceding calendar year, then such budget shall first be approved by the owner of the Mayfair Property; provided, however, that such approval shall not be unreasonably withheld. The owner of the Mayfair Property shall have a period of thirty (30) calendar days from the receipt of the applicable budget to approve or disapprove same, where such right of approval or disapproval is applicable. In this regard, in the event that the owner of the Mayfair Property has the right to approve or disapprove of the budget, and if such approval or disapproval is not provided to the Association within the aforesaid thirty (30) day period, the budget shall be deemed approved by the owner of the Mayfair Property. Within forty five (45) days after the end of each calendar year, Association shall provide to the owner of the Mayfair Property, written evidence of the actual expenditures for the maintenance of the Ponds; and reasonable back up information if requested by the owner of the Mayfair Property. If the actual expenditures for the Common Costs are less than the amount budgeted for the applicable calendar year, the overpayment by owner of the Mayfair Property shall be credited to the portion of the Common Costs due from the owner of the Mayfair Property for the following calendar year, or refunded to the owner of the Mayfair Property if the owner of the Mayfair Property has already funded its share of the Common Costs for the following calendar year.

5. Decisions. All decisions regarding the maintenance of the Ponds and the expenditure of monies for Common Costs shall be made by the Association; provided however, that the Ponds shall be maintained by the Association in accordance with requirements of the District. If the Association fails to maintain the ponds in accordance with the standards established by the District, the owner of the Mayfair Property shall have the right, but not the obligation, to perform such maintenance and seek payment from the Association for its share of the Common Costs resulting therefrom. In this respect, the owner of the Mayfair Property is hereby granted such easements as are reasonably necessary to accomplish such maintenance should the Association fail to perform the required maintenance with respect to the Ponds.

6. Failure to pay. If either party fails to pay its portion of the Common Costs, then the other party shall have the right, but not the obligation, to pay the share of the defaulting party, and shall be owed immediate reimbursement from the defaulting party, plus interest at the highest rate permitted by law, plus reasonable costs and attorney's fees incurred and collecting such sums.

7. Successor's and Assigns. This Agreement shall be binding on the successors and assigns of each party.

8. Covenants running with the land. The terms in this Agreement shall be deemed a covenant running with the Mayfair Property and the property encumbered by the Declaration. If the Mayfair Property is transferred to another owner, the obligation to pay its share of Common Costs shall become the obligation of the subsequent owner of the Mayfair Property, and the prior owner, shall be relieved of all responsibility for payment of Common Costs, except for any past due Common Costs as of the date of the conveyance of the Mayfair Property. Notwithstanding the foregoing, in the event that the Mayfair Property is subjected to a declaration of condominium or a declaration of covenants, restrictions, and easements which is administered, by a condominium association or homeowner's association, as applicable, the payment of the share of Common Costs due from the owner of the Mayfair Property shall be the obligation of the condominium association or homeowner's association formed to govern and administer the Mayfair Property, and such condominium association or homeowner's association, as applicable, shall for the purposes of this Agreement be deemed the owner of the Mayfair Property.

9. Duration. This Agreement shall be effective and remain in effect as long as surface and storm water from the Mayfair Property is or is to be discharged into the Association System pursuant to the requirements of the Association's Permit or the applicable District permit issued or to be issued (pursuant to an application therefor) with respect to the Mayfair Property or is otherwise being discharged into the Association System.

10. Notices. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

To Association: Longwood of Ft. Pierce Homeowner's Association, Inc.
Attention: President
1505 Nebraska Avenue
Fort Pierce, Florida 34950

To Mayfair Mayfair at Lawnwood, LLLP
Attention: Mr. Mark Levy
6400 Congress Avenue
Suite 2000
Boca Raton, Florida 33487
Phone: (561) 999-1860
Fax: (561) 988-9490

unless the address is changed by the party by like notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage-prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notice, requests or demands or other communications referred to in this Agreement may be sent by telecopier, federal express or other method of delivery, but shall be deemed to have been given only when received.

11. Law. This Agreement shall be governed by the laws of the State of Florida.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

13. Legal Proceedings. The parties further agree that in the event it becomes necessary for any party to litigate in order to enforce its respective rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to recover reasonably attorneys' and paralegal fees and the costs of such litigation, through and including all trial and appellate litigation. The venue for any litigation under this Agreement shall be in St. Lucie County, Florida.

14. Non-terminable Agreement. No breach of the provision of this Agreement shall entitle any party Owner of any other party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement.

15. Recording. This Agreement shall be recorded in the public records of St. Lucie County, Florida.

16. Construction. This Agreement is the product of negotiation between the parties hereto and the parties agree that this Agreement shall not be more harshly construed against either party.

17. Entire Agreement and Amendments. This Agreement, together with all exhibits attached hereto or referred to herein, contain all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. This Agreement may only be modified or amended upon the written consent of the Association and the owner of the Mayfair Property.

[Signatures to follow on next page]

Signed, sealed and delivered
in the presence of:

Eleanor J. Merrivether
Signature
Eleanor J. Merrivether
Print Name

Regina Paez
Signature
REGINA PAEZ
Print Name

MAYFAIR AT LAWNWOOD,
LLLP, a Florida limited liability
limited partnership

By: OHC MANAGEMENT, INC.
a Florida corporation, its
general partner

By: Mark Levy
Name: Mark Levy
Title: President
Date: 10/21/05

STATE OF FLORIDA)
COUNTY OF Polk) ss:

I HEREBY CERTIFY that on this 21st day of October, 2005, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Mark Levy as President of OHC MANAGEMENT, INC, a Florida corporation, general partner of MAYFAIR AT LAWNWOOD, LLLP, a Florida limited liability limited partnership, on behalf of said partnership. He/She is personally known to me or has produced _____ as identification.

Eleanor J. Merrivether
Notary Public
Eleanor J. Merrivether
Print Name of Notary Public

My Commission expires:

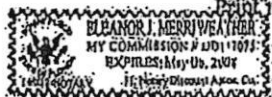


Exhibit "A"

Parcel 1: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31 of said Lawnwood Addition Subdivision, thence run South $01^{\circ}25'$ West, along the East line of the South 19th Street Canal Right-Of-Way, 839.34 feet to the point of beginning (P.O.B.); thence run North $01^{\circ}24'$ East along the East line of the South 19th Street Canal Right-Of-Way, 582.38 feet to the South Right-Of-Way line of Lawnwood Circle North; thence run Southeasterly along a curve concave to the Southwest, having a radius of 1189.24 feet, an arc distance of 414.43 feet, said curve having a chord bearing of South $22^{\circ}58'44''$ East, and a chord distance of 412.34 feet, the last described course being along the Southerly Right-Of-Way line of Lawnwood Circle North; thence run South $01^{\circ}25'$ West parallel with the East Right-Of-Way line of the South 19th Street Canal, 535.88 feet to the Northerly Right-Of-Way line of Nebraska Avenue; thence run Westerly along a curve concave to the South having a radius of 635 feet, an arc distance of 15.00 feet to a point of tangency, said curve having a chord bearing of North $88^{\circ}48'06''$ West and a chord distance of 15.00 feet; thence run North $89^{\circ}28'42''$ West, parallel with the North Right-Of-Way line of Quincy Avenue, 395.42 feet to the point of beginning, the last two (2) described courses being along the Northerly Right-Of-Way line of Nebraska Avenue, less and except the following described real property:

PART OF LAWNWOOD ADDITION'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, AND A PART OF LONWOOD VILLAGE PHASE 3-A, AS RECORDED IN OFFICIAL RECORDS BOOK 586, PAGE 321, BOTH OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF NEBRASKA AVENUE AND THE WEST LINE OF SOUTH 13TH STREET, SAID POINT BEING LOCATED 600 FEET NORTH OF THE INTERSECTION OF THE NORTH LINE OF QUINCY AVENUE AND THE SAID WEST LINE OF SOUTH 13TH STREET AS MEASURED ALONG SOUTH 13TH STREET; RUN THENCE NORTH $89^{\circ}28'42''$ WEST, ALONG THE SOUTH LINE OF NEBRASKA AVENUE, 401.21 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 805.94 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $23^{\circ}18'40''$, AN ARC DISTANCE OF 327.90 FEET TO A POINT, SAID POINT BEING A POINT OF REVERSE CURVATURE OF THE ABOVE-MENTIONED CURVE AND A CURVE CONNECTING THE SOUTH RIGHT-OF-WAY LINE OF NEBRASKA AVENUE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE CONTINUE WESTERLY AND NORTHWESTERLY FROM SAID POINT OF REVERSE CURVATURE ALONG SAID CURVE HAVING A RADIUS OF 805.94 FEET, THROUGH A CENTRAL ANGLE OF $26^{\circ}51'20''$, AN ARC DISTANCE OF 371.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE LEAVING THE SOUTH RIGHT-OF-WAY OF NEBRASKA AVENUE ALONG A LINE WHICH IS RADIAL TO SAID CURVE, ON A BEARING OF NORTH $50^{\circ}41'19''$ EAST, A DISTANCE OF 80.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID NEBRASKA AVENUE, THENCE RUN NORTH $39^{\circ}18'41''$ WEST, 188.33 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 635.00 FEET; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG SAID CURVE CONCAVE TO THE SOUTH WEST, THROUGH A CENTRAL ANGLE OF $48^{\circ}00'33''$, HAVING AN ARC LENGTH OF 533.19 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUING ALONG SAID CURVE AND THE NORTH LINE OF NEBRASKA AVENUE, THROUGH A CENTRAL ANGLE OF $25^{\circ}03'27''$, AN ARC DISTANCE OF 15.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH $89^{\circ}28'41''$ WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY OF NEBRASKA AVENUE, A DISTANCE OF 67.76 FEET; THENCE NORTH $30^{\circ}59'45''$ EAST, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 183.44 FEET; THENCE SOUTH $01^{\circ}25'00''$ WEST A DISTANCE OF 158.54 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID NEBRASKA AVENUE AND THE POINT OF BEGINNING.

Parcel 2: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31, of said Lawnwood Addition Subdivision, thence run South $01^{\circ}25'$ West, along the East line of the South 19th Street Canal Right-Of-Way, 919.35 feet to the point of beginning (P.O.B.); thence run South $89^{\circ}28'42''$ East, along the Southerly Right-Of-Way line of Nebraska Avenue, said line being parallel with the North Right-Of-Way line of Quincy Avenue, a distance of 396.67 feet; thence run South $1^{\circ}25'$ West, parallel with the East line of the South 19th Street Canal, 663.12 feet; thence run South $89^{\circ}28'42''$ East, parallel with the North Right-Of-Way line of Quincy Avenue, 20.05 feet; thence run South $1^{\circ}25'$ West, parallel with the East line of the South 19th Street Canal 180.00 feet to the North Right-Of-Way line of Lawnwood Circle South; thence run North $89^{\circ}28'42''$ West, parallel with the North Right-Of-Way line of Quincy Avenue, 385.02 feet to a point of curvature of a curve to the Northeast having a radius of 95 feet; thence run Northwest along said curve through a central angle of $19^{\circ}25'59''$, an arc distance of 32.22 feet to the east line of the South 19th Street Canal, the last two (2) described courses being along the North Right-Of-Way line of Lawnwood Circle South; thence run North $01^{\circ}25'$ East, along the East line of the South 19th Street Canal, 837.71 feet to the point of beginning.

Parcel 3: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31, of said Lawnwood Addition Subdivision, thence run South $01^{\circ}25'$ West, along the East line of the South 19th Street Canal Right-Of-Way, 2153.02 feet to the point of beginning (P.O.B.); thence run North $01^{\circ}25'$ East along the East line of the South 19th Street Canal 334.00 feet to the South Right-Of-Way line of Lawnwood Circle South; thence run Southeast along a curve concave to the Northeast having a radius of 155 feet, through a central angle of $12^{\circ}07'54''$, an arc distance of 32.82 feet to a point of tangency, said curve having a chord bearing of South $83^{\circ}24'45''$ East and a chord distance of 32.76 feet; thence run South $89^{\circ}28'42''$ East, parallel with the North Right-Of-Way line of Quincy Avenue, 317.37 feet, the last two (2) described courses being along the Southerly Right-Of-Way line of Lawnwood Circle South; thence run South $01^{\circ}25'$ West, parallel with the East line of the South 19th Street Canal, 330.54 feet to the North Right-Of-Way line of Quincy Avenue; thence run North $89^{\circ}28'42''$ West, along the North Right-Of-Way line of Quincy Avenue, 350 feet to the point of beginning.

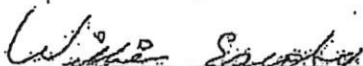
ESCOBAR LAWN MAINTENANCE
2705 Rhode Island Ave.
Fort Pierce, FL 34947
(772) 464-5509
(772) 201-1625

October 31, 2005

Villages of Longwood
Longwood of Fort Pierce Homeowner's Association Inc.
1505 Nebraska Ave.
Fort Pierce, FL 34950

In addition to the current contract, which is currently in place regarding the lawn maintenance of the Villages of Longwood, I, Willie Escobar, will maintain the mowing, trimming, cleanout, algae control or other additional needs as required around the retention pond(s) on the common ground area(s) for an annual cost of \$2500.00.

The Board of Directors of the Village of Longwood will determine as to when the retention ponds may need additional maintenance.



Willie Escobar

11-3-05

Date

Exhibit "B"

Prepared by and Return to:

Joel D. Kopelman, Esq.
Ruden, McClosky, Smith,
Schuster & Russell, P.A.
200 E. Broward Blvd., Suite 1500
Fort Lauderdale, FL 33301

FIRST AMENDMENT TO SHARED COST AGREEMENT

THIS FIRST AMENDMENT TO SHARED COST AGREEMENT ("First Amendment") is made as of the 29 day of MARCH, 2006, by and between LONGWOOD OF FT. PIERCE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit, whose address is 1505 Nebraska Avenue, Ft. Pierce, Florida 34950 (the "Association") and MAYFAIR AT LAWNWOOD, LLLP, a Florida limited liability limited partnership, ("Mayfair") whose address is 6400 Congress Avenue, Suite 2000, Boca Raton, Florida 33487.

WITNESSETH

WHEREAS, the Association and Mayfair entered into that certain Shared Cost Agreement dated October 26, 2005, and recorded in Official Records Book 2432, Page 2160 of the Public Records of Saint Lucie County, Florida (the "Agreement").

WHEREAS, the parties hereinto are desirous of amending the Agreement to correct the legal description attached thereto as Exhibit A.

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. Exhibit "A" attached to the Agreement is hereby deleted and replaced with Exhibit "A" attached to this Amendment.
3. Except as amended by this by this Amendment, the Agreement shall remain in full force and effect.

[Signatures to follow on next page]

Signed, sealed and delivered
in the presence of:

Judy Weeden
Signature
Judy Weeden
Print Name

Lilianne Perez
Signature
Lilianne Perez
Print Name

MAYFAIR AT LAWNWOOD,
LLLP, a Florida limited liability
limited partnership

By: OHC MANAGEMENT, INC.
a Florida corporation, its
general partner

By: Mark Levy as Pres.
Print Name: Mark Levy
Title: President
Date: 3/10/06

STATE OF FLORIDA)
COUNTY OF Palmetto Beach) ss:

I HEREBY CERTIFY that on this 10th day of March, 2006, before me,
an officer duly authorized in the State aforesaid and in the County aforesaid to take
acknowledgements, the foregoing instrument was acknowledged before me by Mark
Levy as President of OHC MANAGEMENT, INC, a Florida corporation, general partner
of MAYFAIR AT LAWNWOOD, LLLP, a Florida limited liability limited partnership,
on behalf of said partnership. He/She is personally known to me or has produced
as identification.

Eleanor I. Merrweather
ELEANOR I. MERRWEATHER
MY COMMISSION # 00111 Notary Public
EXPIRES: May 06, 2008
FL Notary Discusst Assoc
Print name of Notary Public

My Commission expires:

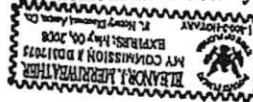


Exhibit "A"

Parcel 1: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31 of said Lawnwood Addition Subdivision, thence run South 01°25' West, along the East line of the South 19th Street Canal Right-Of-Way, 839.34 feet to the point of beginning (P.O.B.); thence run North 01°25' East along the East line of the South 19th Street Canal Right-Of-Way, 582.38 feet to the South Right-Of-Way line of Lawnwood Circle North; thence run Southeasterly along a curve concave to the Southwest having a radius of 1189.24 feet, an arc distance of 414.43 feet, said curve having a chord bearing of South 82°58'44" East, and a chord distance of 412.34 feet, the last described course being along the Southerly Right-Of-Way line of Lawnwood Circle North; thence run South 01°25' West parallel with the East Right-Of-Way line of the South 19th Street Canal, 535.88 feet to the Northerly Right-Of-Way line of Nebraska Avenue; thence run Westerly along a curve concave to the South having a radius of 635 feet, an arc distance of 15.00 feet to a point of tangency, said curve having a chord bearing of North 88°48'06" West and a chord distance of 15.00 feet; thence run North 89°28'42" West, parallel with the North Right-Of-Way line of Quincy Avenue, 395.42 feet to the point of beginning, the last two (2) described courses being along the Northerly Right-Of-Way line of Nebraska Avenue, less and except the following described real property:

PART OF LAWNWOOD ADDITION'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, AND A PART OF LONGWOOD VILLAGE PHASE 3-A, AS RECORDED IN OFFICIAL RECORDS BOOK 516, PAGE 321, BOTH OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF NEBRASKA AVENUE AND THE WEST LINE OF SOUTH 13TH STREET, SAID POINT BEING LOCATED 600 FEET NORTH OF THE INTERSECTION OF THE NORTH LINE OF QUINCY AVENUE AND THE SAID WEST LINE OF SOUTH 13TH STREET AS MEASURED ALONG SOUTH 13TH STREET; RUN THENCE NORTH 89°28'42" WEST, ALONG THE SOUTH LINE OF NEBRASKA AVENUE, 401.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 805.94 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°18'40", AN ARC DISTANCE OF 327.59 FEET TO A POINT, SAID POINT BEING A POINT OF REVERSE CURVATURE OF THE ABOVE-MENTIONED CURVE AND A CURVE CONNECTING THE SOUTH RIGHT-OF-WAY LINE OF NEBRASKA AVENUE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE CONTINUE WESTERLY AND NORTHWESTERLY FROM SAID POINT OF REVERSE CURVATURE ALONG SAID CURVE HAVING A RADIUS OF 805.94 FEET; THROUGH A CENTRAL ANGLE OF 26°51'20", AN ARC DISTANCE OF 377.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE LEAVING THE SOUTH RIGHT-OF-WAY OF NEBRASKA AVENUE ALONG A LINE WHICH IS RADIAL TO SAID CURVE, ON A BEARING OF NORTH 30°41'19" EAST, A DISTANCE OF 80.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID NEBRASKA AVENUE, THENCE RUN NORTH 39°18'41" WEST, 188.33 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 635.00 FEET; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG SAID CURVE CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 18°41'41", HAVING AN ARC LENGTH OF 340.99 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUING ALONG SAID CURVE AND THE NORTH LINE OF NEBRASKA AVENUE, THROUGH A CENTRAL ANGLE OF 1°21'12", AN ARC DISTANCE OF 15.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°23'41" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY OF NEBRASKA AVENUE, A DISTANCE OF 67.76 FEET; THENCE NORTH 30°59'45" EAST, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 167.64 FEET; THENCE SOUTH 01°25'00" WEST A DISTANCE OF 144.69 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID NEBRASKA AVENUE AND THE POINT OF BEGINNING.

Parcel 2: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31, of said Lawnwood Addition Subdivision, thence run South $01^{\circ}25'$ West, along the East line of the South 19th Street Canal Right-Of-Way, 919.35 feet to the point of beginning (P.O.B.); thence run South $89^{\circ}28'42''$ East, along the Southerly Right-Of-Way line of Nebraska Avenue, said line being parallel with the North Right-Of-Way line of Quincy Avenue, a distance of 396.67 feet; thence run South $1^{\circ}25'$ West, parallel with the East line of the South 19th Street Canal, 663.12 feet; thence run South $89^{\circ}28'42''$ East, parallel with the North Right-Of-Way line of Quincy Avenue, 20.05 feet; thence run South $1^{\circ}25'$ West, parallel with the East line of the South 19th Street Canal 180.00 feet to the North Right-Of-Way line of Lawnwood Circle South; thence run North $89^{\circ}28'42''$ West, parallel with the North Right-Of-Way line of Quincy Avenue, 385.02 feet to a point of curvature of a curve to the Northeast having a radius of 95 feet; thence run Northwesterly along said curve through a central angle of $19^{\circ}25'59''$, an arc distance of 32.22 feet to the east line of the South 19th Street Canal, the last two (2) described courses being along the North Right-Of-Way line of Lawnwood Circle South; thence run North $01^{\circ}25'$ East, along the East line of the South 19th Street Canal, 837.71 feet to the point of beginning.

Parcel 3: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31, of said Lawnwood Addition Subdivision, thence run South $01^{\circ}25'$ West, along the East line of the South 19th Street Canal Right-Of-Way, 2153.02 feet to the point of beginning (P.O.B.); thence run North $01^{\circ}25'$ East along the East line of the South 19th Street Canal 334.00 feet to the South Right-Of-Way line of Lawnwood Circle South; thence run Southeasterly along a curve concave to the Northeast having a radius of 155 feet, through a central angle of $12^{\circ}07'54''$, an arc distance of 32.82 feet to a point of tangency, said curve having a chord bearing of South $83^{\circ}24'45''$ East and a chord distance of 32.76 feet; thence run South $89^{\circ}28'42''$ East, parallel with the North Right-Of-Way line of Quincy Avenue, 317.37 feet, the last two (2) described courses being along the Southerly Right-Of-Way line of Lawnwood Circle South; thence run South $01^{\circ}25'$ West, parallel with the East line of the South 19th Street Canal, 330.54 feet to the North Right-Of-Way line of Quincy Avenue; thence run North $89^{\circ}28'42''$ West, along the North Right-Of-Way line of Quincy Avenue, 350 feet to the point of beginning.

SECOND AMENDMENT TO SHARED COST AGREEMENT

THIS SECOND AMENDMENT TO SHARED COST AGREEMENT (this "Second Amendment") is made as of the ___ day of _____, 2018, by and between LONGWOOD OF FT. PIERCE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit, whose address is 1505 Nebraska Avenue, Ft. Pierce, Florida 34950 ("Association") and MAYFAIR AT LAWNWOOD REPH, LLC, a Florida limited liability company ("Mayfair REPH") whose address is 780 NW 42nd Avenue, Miami, Florida 33126.

WITNESSETH

WHEREAS, the Association and Mayfair At Lawnwood, LLLP, a Florida limited liability limited partnership, entered into that certain Shared Cost Agreement dated October 26, 2005, and recorded in Official Records Book 2432, Page 2160 of the Public Records of Saint Lucie County, Florida, as amended by that certain First Amendment to Share Cost Agreement dated as of March 29, 2006, and recorded in Official Records Book 2624, Page 765 of the Public Records of Saint Lucie County, Florida ("Shared Cost Agreement") regarding, among other things, that certain real property more particularly described in Exhibit "A" attached hereto ("Mayfair Property").

WHEREAS, Mayfair REPH is the current owner of the Mayfair Property and has applied for a Development Order for the Mayfair Property from the City of Ft. Pierce, Florida.

WHEREAS, the parties hereinto have entered into that certain Agreement for Development Order dated on or about the date hereof and recorded or to be recorded in the Public Records of Saint Lucie County, Florida ("Agreement for Development Order").

WHEREAS, pursuant to the terms of the Agreement for Development Order the parties desire to amend the Shared Cost Agreement as provided herein.

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. Capitalized terms not defined herein shall have the meaning set forth in the Agreement for Development Order, which shall remain effective and enforceable itself.
3. Upon completion of the Improvements and conveyance of the South Parcel as described in paragraphs 3, 4 and 5 of the Agreement for Development Order, Mayfair REPH will not owe the Association any contribution for Shared Costs accruing through December 31, 2017. Article 4 is amended to provide that, commencing as of January 1, 2018, Mayfair and the Association will each be responsible for fifty percent (50%) of the Shared Costs of maintaining the Water Management System (and such Shared Costs shall include, but not be limited to, routine maintenance, repair, replacement and capital reserves for same). Except as amended herein, all other provisions within Article 4 shall remain in full force and effect.
4. Moreover, except as amended by this Second Amendment, the Shared Cost Agreement itself shall remain in full force and effect.

[Signatures to follow on next page]

In witness whereof, the undersigned have executed this Second Amendment as of the day and year above first written.

Signed, sealed and delivered in the presence of:

Witnesses:

Martha Elrod
Signature
Martha Elrod
Print Name

Bobbylee Wilson
Signature
Bobbylee Wilson
Print Name

LONGWOOD OF FT. PIERCE
HOMEOWNER'S ASSOCIATION,
INC., a Florida corporation not-for-profit

By: Michael J. Cahill
Name: MICHAEL J. CAHILL
Title: President
Date: 4/11/18

STATE OF FLORIDA)
) ss:
COUNTY OF St. Lucie

I hereby certify that on this 11 day of April, 2018, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Michael J. Cahill as President of LONGWOOD OF FT. PIERCE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of said corporation. He/She is personally known to me or has produced _____ as identification.

Glyndolyn Hapworth
Notary Public
Glyndolyn Hapworth
Print name of Notary Public



[Signature Page to Second Amendment to Shared Cost Agreement]

Signed, sealed and delivered in the presence of:

Witnesses:

[Signature]
 Signature
Joseph Moussa
 Print Name

[Signature]
 Signature
Evelyn Soto
 Print Name

MAYFAIR AT LAWNWOOD REPH
LLC, a Florida limited liability company

[Signature]
 By:
 Name: Carlos Sandoz
 Title: VP of REPH mgmt, LLC.
 Date: its sole member 4/12/18

STATE OF FLORIDA)
) ss:
 COUNTY OF Miami)
) DADE

I hereby certify that on this 13th day of April, 2018, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Carlos Sandoz Vice President of MAYFAIR AT LAWNWOOD REPH, LLC, a Florida limited liability company, on behalf of said company. He/She personally known to me or has produced _____ as identification.

[Signature]
 Notary Public
CONCHA RODRIGUEZ
 Print name of Notary Public



[Signature Page to Second Amendment to Shared Cost Agreement]

LEGAL DESCRIPTION

[see attached]

LEGAL DESCRIPTION

PARCEL 1:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31 OF SAID LAWNWOOD ADDITION SUBDIVISION. THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 839.34 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE RUN NORTH 01°25' EAST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 582.38 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE NORTH; THENCE RUN SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1189.24 FEET, AN ARC DISTANCE OF 414.43 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 82°58'44" EAST AND A CHORD DISTANCE OF 412.34 FEET. THE LAST DESCRIBED COURSE BEING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE NORTH; THENCE RUN SOUTH 01°25' WEST PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF THE SOUTH 19TH STREET CANAL, 535.88 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE; THENCE RUN WESTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 835 FEET, AN ARC DISTANCE OF 15.00 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF NORTH 88°48'08" WEST AND A CHORD DISTANCE OF 15.00 FEET; THENCE RUN NORTH 89°28'42" WEST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 395.42 FEET TO THE POINT OF BEGINNING. THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE.

LESS AND EXCEPT:

PART OF LAWNWOOD ADDITION'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, AND A PART OF LONGWOOD VILLAGE PHASE 3-A, AS RECORDED IN OFFICIAL RECORDS BOOK 588, PAGE 324, BOTH OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF NEBRASKA AVENUE AND THE WEST LINE OF SOUTH 13TH STREET, SAID POINT BEING LOCATED 600 FEET NORTH OF THE INTERSECTION OF THE NORTH LINE OF QUINCY AVENUE AND THE SAID WEST LINE OF SOUTH 13TH STREET AS MEASURED ALONG SOUTH 13TH STREET; RUN THENCE NORTH 89°28'42" WEST, ALONG THE SOUTH LINE OF NEBRASKA AVENUE, 401.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 805.94 FEET. THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°18'40", AN ARC DISTANCE OF 327.90 FEET TO A POINT, SAID POINT BEING A POINT OF REVERSE CURVATURE OF THE ABOVE-MENTION CURVE AND A CURVE CONNECTING THE SOUTH RIGHT-OF-WAY LINE OF NEBRASKA AVENUE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE CONTINUE WESTERLY AND NORTHWESTERLY FROM SAID POINT OF REVERSE CURVATURE ALONG SAID CURVE HAVING A RADIUS OF 805.94 FEET; THROUGH CENTRAL ANGLE OF 26°51'20", AN ARC DISTANCE OF 377.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE LEAVING THE SOUTH RIGHT-OF-WAY OF NEBRASKA AVENUE ALONG A LINE WHICH IS RADIAL TO SAID CURVE, ON A BEARING OF NORTH 50°41'19" EAST, A DISTANCE OF 80.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID NEBRASKA AVENUE. THENCE RUN NORTH 39°18'41" WEST, 188.33 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 835.00 FEET; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG SAID CURVE CONCAVE TO THE SOUTHWEST THROUGH A CENTRAL ANGLE OF 48°48'48", HAVING AN ARC LENGTH OF 540.99 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL. THENCE, CONTINUING ALONG SAID CURVE AND THE NORTH LINE OF NEBRASKA AVENUE, THROUGH A CENTRAL ANGLE OF 01°21'12", AN ARC DISTANCE OF 15.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°28'41" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY OF NEBRASKA AVENUE, A DISTANCE OF 87.78 FEET; THENCE NORTH 30°58'46" EAST, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 167.84 FEET; THENCE SOUTH 01°25'00" WEST A DISTANCE OF 144.68 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID NEBRASKA AVENUE AND THE POINT OF BEGINNING.

CONTAINING 0.14 ACRES, MORE OR LESS.

PARCEL 2:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE SOUTHWEST CORNER OF A 18 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31, OF SAID LAWNWOOD ADDITION SUBDIVISION. THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 919.35 FEET TO THE POINT OF BEGINNING (P.O.B.), THENCE RUN SOUTH 89°28'42" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE, SAID LINE BEING PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, A DISTANCE OF 398.87 FEET; THENCE RUN SOUTH 01°25' WEST, PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 863.12 FEET THENCE RUN SOUTH 89°28'42" EAST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 20.05 FEET, THENCE RUN SOUTH 01°25' WEST, PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL 180.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH, THENCE RUN NORTH 89°28'42" WEST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 389.02 FEET TO A POINT OF CURVATURE OF A CURVE TO THE NORTHEAST HAVING A RADIUS OF 95 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°26'59", AN ARC DISTANCE OF 32.22 FEET TO THE EAST LINE OF THE SOUTH 19TH STREET CANAL. THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE NORTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN NORTH 01°25' EAST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 837.71 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCE (P.O.C.) AT THE SOUTHWEST CORNER OF A 18 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31, OF SAID LAWNWOOD ADDITION SUBDIVISION. THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 2153.02 FEET TO THE POINT OF BEGINNING (P.O.B.), THENCE RUN NORTH 01°25' EAST ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 334.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 155 FEET, THROUGH A CENTRAL ANGLE OF 12°07'54", AN ARC DISTANCE OF 32.82 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF SOUTH 83°24'42" EAST AND A CHORD DISTANCE OF 32.76 FEET. THENCE RUN SOUTH 89°28'42" EAST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 317.37 FEET. THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN SOUTH 01°25' WEST, PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 330.54 FEET TO THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE; THENCE RUN NORTH 89°28'42" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 350 FEET TO THE POINT OF BEGINNING.

SAID PARCELS (1-3) CONTAIN 15.66 ACRES, MORE OR LESS (15.52 NET ACRES).