

FAIR LANE ACRES, INC.

AGREEMENT FOR WATER AND SEWER UTILITY SERVICES AND RECREATIONAL FACILITIES USE

This Agreement is entered into between FAIR LANE ACRES, INC., (the "Corporation") and the undersigned, _____, being the owner(s) of property located at: _____, (hereinafter "Owner(s)") situated in the Fair Lane Acres Community, Bradenton, Florida. By executing this Agreement, Owners, hereby subscribe(s) for use of recreational facilities and for water and sewer utility services (the "Services") to be provided exclusively by the Corporation. The Corporation shall provide the Owners(s) the Services pursuant to the recreational facilities, the utility facilities and systems owned by the Corporation. The annual fee for the Services shall be established by the Board of Directors of the Corporation in accordance with the Association's bylaws; said fee for such Services shall be payable monthly, quarterly, semiannually, or annually as the Board determines. The Corporation, by and through its Board of Directors at a duly called meeting, reserves the right to adjust the Service fees from time to time.

The undersigned owner(s), and the owner's successors and authorized assigns, hereby agree to accept the Services and to pay for same as long as the Corporation maintains and provides said Services. The Corporation reserves the right to alter or modify the Services scheduled to be performed and to adjust for them, upon notice to the owner(s). By executing this Agreement, Owners agree that they are members of the Corporation for purposes of Section 367.022(7), Florida Statutes, and shall have the right of control as stated therein, including the right, but not the obligation, to vote equal to other members. Owners shall be required to pay all service charges and fees imposed by the Corporation regardless of whether Owners actually utilize said Services. Owners shall not be permitted to arbitrarily choose or elect which Services to which they will subscribe and/or pay for. The Corporation shall not be required to unbundle the Services in any respect. In the event that legal action is necessary to enforce the terms of this Agreement or to collect any fees due to the Corporation, the prevailing party shall have the right to recover its attorney's fees and costs. Venue for any such action shall be in Manatee County, Florida.

In the event of Owner's default, by failing to render timely payment for the Services, the Corporation shall be authorized; (1) to terminate the Owner's access to the Services upon thirty (30) days prior written notice to the Owner at the property address: and (2) to seek such other relief as permitted by Florida law .

EXECUTED this ____ day of _____, 20____.

FAIR LANE ACRES, INC.

OWNER(S):

By: _____

Print: _____

Print: _____

Authorized Officer/Agent

Print: _____