

**COMMUNITY DEVELOPMENT DISTRICT SYSTEMS AND
FACILITIES OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into this 18th day of May, 2010, intending to be effective as of the 1st day of January, 2011 (the "Effective Date") by and between the RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT, an independent special district established pursuant to Chapter 190, Florida Statutes (the "District"), and the RIVERWOOD COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

BACKGROUND

A. The District is a local unit of special purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and was created by an ordinance enacted by Board of County Commissioners of Charlotte County, Florida effective as of October 29, 1991.

B. The District has the authority to and has exercised powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge, extend, and equip, systems and facilities for roads, water management, street lights, security and parks and recreational facilities as more particularly delineated in Section 3 below (the "Facilities"). The District has determined that the maintenance of the above mentioned Facilities should be the responsibility of the Association, but should specifically exclude the sewage treatment plant, utility lines, and lift stations, and master distribution mains as an excluded facility, all of which are located within a development known as "Riverwood" in Charlotte County, Florida.

C. The Association was established to carry out and fulfill all of its obligations set forth in that certain Declaration of Covenants, Conditions, and Restrictions for Riverwood, recorded in Official Records Book 1227, Page 1371; as amended by that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions for Riverwood, recorded in Official Records Book 1246, Page 86, that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Riverwood, recorded in Official Records Book 1810, Page 1353, that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Riverwood, recorded in Official Records Book 2349, Page 1460, that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Riverwood, recorded in Official Records Book 2408, Page 1522, those certain Supplemental Declarations recorded in Official Records Book 1246, Page 91, Official Records Book 1264, Page 2111, Official Records Book 1264, Page 2116, Official Records Book 1307, Page 1081, Official Records Book 1320, Page 2192, Official Records Book 1342, Page 1775, Official Records Book 1365, Page 718, Official Records Book 1366, Page 82, Official Records Book 1371, Page 336, Official Records Book 1371, Page 346; Official Records Book 1728, Page 2182, Official Records Book 1808, Page 1327, Official Records Book 1919, Page 375, Official Records Book 2094, Page 1855, Official Records Book 2094, Page 1861, Official Records Book 2094, Page 1867, Official Records Book 2399, Page 1057, Official Records Book 2839, Page 1057, Official Records Book 2915, Page 1065, Official Records Book 2964, Page 1577, Official Records Book 2998, Page 128, Official Records Book 3043, Page 1453, Official Records Book 3105, Page 695, Official Records Book 3110, Page 1182, Official Records Book, Official Records Book 3179, Page 1285, 3197, Page 544, Official Records Book 3197, Page 551, Official Records Book 3280, Page 607, Official

Records Book 3280, Page 614, Official Records Book 3424, Page 1271, that certain First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Riverwood, recorded in Official Records Book 1385, Page 998; and those certain Supplemental Declarations recorded in Official Records Book 1407, Page 1471, Official Records Book 1446, Page 1490, and Official Records Book 1517, Page 312, that Assignment of Declarant's Rights recorded in Official Records Book 1662, Page 1610, and that certain Neighborhood Declaration of Protective Covenants, Restrictions and Easements for Stillwater Trace at Riverwood, recorded in Official Records Book 3424, Page 1276, all of the Public Records of Charlotte County, Florida, as amended, modified and supplemented from time to time (collectively, the "Declaration"), encumbering the Riverwood Development.

D. The Association and the District have determined that the maintenance of the Facilities by the Association and the resulting combination of administrative overhead, staffing, bookkeeping, expenses and collection of assessments should result in a cost savings to the Members (as defined in the Declaration) of the Association, all of who are subject also to the assessments levied by the District.

E. The Association has previously maintained the Facilities for and on behalf of the District pursuant to a certain Community Development District Systems and Facilities Operation and Maintenance Agreement, dated as of October 1, 1999, between the District and the Association.

F. For ease of administration, potential cost savings, and the benefits of full time on-site operation and maintenance purposes, the District desires, upon the terms and conditions stated herein, to enter into this Agreement with the Association to operate and maintain the Facilities.

G. The District and Association desire to formalize in writing their agreement concerning the Association for the purpose of the operation and maintenance of the District's Facilities by the Association.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Association agree as follows:

1. Recitals. The above recitals are true and correct and incorporated by reference herein.
2. Representations and Warranties.
 - a. Representations and Warranties by the Association.
 - (1) The Association has the right and power to maintain and operate the Facilities, as provided in this Agreement, pursuant to the Articles of Incorporation and Bylaws of the Association and the Declaration.
 - (2) The Association has full power and authority to execute, deliver, and carry out the terms and provisions of this Agreement, and has taken all necessary corporate action to authorize the execution and delivery of this Agreement.

(3) The Association is a not-for-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Florida.

b. Representations and Warranties by the District.

(1) The District has full power and authority to execute, deliver, and carry out the terms and provisions of this Agreement, and has taken all necessary board and other action to authorize the execution and delivery of this Agreement.

(2) The District is a special purpose district duly organized and validly existing under the laws of the State of Florida.

(3) To the actual knowledge of the District, the Facilities have been constructed and installed in compliance with all governmental laws, ordinances, codes, regulations, rules, permits and orders ("Laws"). The District has not received any written or oral notification from any governmental authority that the Facilities are in violation of any Laws applicable thereto. The District, at its expense, shall undertake the repair and improvement of the wetlands and conservation areas owned by the District.

3. Maintenance of Facilities. The Association shall perform the following operations and maintenance services, in compliance with all applicable statutes, ordinances, administrative rules and regulations, permit requirements, and the reasonable rules of the District, to the extent the District has delivered a copy of the applicable District rules to the Association:

a. The cutting, spraying, edging and fertilizing of all grassed and landscaped areas of the District.

b. Routine maintenance of the concrete deck, pool and spa equipment, including pump, filter, propane heater and tank, at the Activity Center.

c. Cleaning and routine maintenance of pool furniture.

d. Cleaning, painting, routine maintenance and operation of the cabana, Tiki Bar, Activity Center and Security Gatehouse, including, but not limited to, the employment and staffing of the security force and staffing of the Activity Center; provided however, the District shall be responsible for the payment of any ad valorem taxes and assessments that may be levied against the Activity Center property.

e. Cleaning and routine maintenance of tennis courts and related improvements.

f. Cleaning and sweeping of all common roads.

g. Routine operation and maintenance of the surface elements of the irrigation system, including surface feeder lines, spray heads, zone valves, etc., but excluding the main irrigation system and the pumps located at the effluent pond and on golf course property.

h. The routine inspection and clearing of stormwater management system (exclusive of the lakes which are owned by the District) and the routine maintenance of signage, lighting, and associated landscaping on common areas of the District.

The above-described services (the "Services") shall be performed at the level of quality and frequency necessary in the Association's reasonable opinion, and to the extent applicable, consistent with the practices of the Association with respect to the Services. The Association shall be solely responsible for the staffing, budgeting, financing and other costs associated with performing the Services.

4. Addition of Facilities. As additional property within the jurisdictional boundaries of the District in the Riverwood development are developed, the parties intend that the Services will be provided by the Association, upon amendment to this Agreement, to the new Facilities of the District in such newly developed areas. To this end, this Agreement shall be amended by execution of a supplement to this Agreement executed by the parties hereto indicating the new Facilities to be included under the purview of this Agreement. The addition of new Facilities to this Agreement shall be effective only upon the execution by both parties of such supplement, the Association's reasonable approval and inspection of the completion and condition of the Facilities, and the issuance of a certificate of completion or similar approval or acceptance by Charlotte County for such new Facilities. Maintenance and operation of the District's other systems and facilities not otherwise addressed in this Agreement shall remain the responsibility of the District.

5. Consideration; Maintenance Fee. The Association is a not-for-profit corporation responsible for the maintenance of the common property and facilities owned by the Association for the use and/or benefit of its Members (as defined in the Declaration). The Association assesses each of its Members, as provided in the Declaration, to pay for all of the costs of the Association. The District also has the right and authority to levy assessments for payment by the Members to pay the costs of the District. By providing the Services, the District and the Association expect that the total assessments to be paid by the Members to the Association and the District, as a whole, will decrease as a result of the cost savings, including the elimination of additional overhead costs by the District. To this end, the Association has agreed to provide the Services in exchange for this benefit to its Members. Moreover, as further consideration for the Association's provision of the Services, the District shall pay the Association the sum of \$10.00 per year in advance for the performance of the operation and maintenance responsibilities set forth in this Agreement.

6. Term of Agreement. Unless terminated in accordance with its terms, this Agreement shall remain in effect for a term commencing on the Effective Date of this Agreement and continuing through and including September 30, 2011. The Association shall not enter into any agreement or contract with any vendors or contractors or anyone else relative to carrying-out any of the responsibilities of Association under this Agreement that would extend beyond the term of this Agreement.

7. Assessments; Financial Obligations. The Association shall be solely responsible for staffing, budgeting, financing, billing and collection of fees, assessments, service charges, and other costs necessary to perform the operation and maintenance responsibilities set forth in this

Agreement. To this end, the Association shall assess its Members the cost of provision of the Services, including any additional administrative, overhead or other costs incurred by the Association, but which amount will not include funds to establish reserves for future renovation and/or replacement of the Facilities. The Association shall prepare a budget for the Services to be provided in 2011. The District agrees that as long as this Agreement is in effect, it will not assess the Members for any costs associated with the Services.

8. Indemnification.

a. Indemnification by the Association. The Association shall indemnify the District against, hold the District harmless from, and reimburse the District for (collectively, "Indemnify") any and all loss, liability, damage, claim, demand, cost, cause of action, suit, or expense, including without limitation, reasonable attorneys' fees and court costs (collectively, "Liability"), arising out of or in connection with: (i) any breach of or default under this Agreement by the Association; and (ii) any failure by Association to properly perform the duties of the Association provided for herein. Provided, however, the Association shall not be liable to or Indemnify, the District for good faith mistakes of judgment.

b. Indemnification by the District. Subject to applicable limitations of sovereign immunity, the District shall indemnify the Association against any and all Liability of the Association arising out of or in connection with any breach of or default under this Agreement by the District.

9. Insurance. The Association shall procure at its expense and at all times include the District as an additional named insured on comprehensive liability insurance policies to cover the operation and maintenance responsibilities set forth in this Agreement. The insurance policy currently maintained by the Association is deemed acceptable to the District.

10. Notices. Any notice or other communication permitted or required to be given hereby by one party to the other shall be in writing and shall be either (i) hand delivered, or (ii) sent by facsimile transmission with the original to be sent by regular U.S. mail on the same date, or (iii) sent by a reputable private courier service (e.g. FedEx, Express Mail, United States Mail or Emery Air), or (iv) mailed by registered or certified United States Mail, postage prepaid, return receipt requested, to the party entitled or required to receive the same at the address specified below or at such other address as may hereafter be designated in writing by any such party, to wit:

To the District: RIVERWOOD COMMUNITY
DEVELOPMENT DISTRICT
210 N. University Drive, Suite 702
Coral Springs, Florida 33071
Attention: Manager

To the Association: RIVERWOOD COMMUNITY
ASSOCIATION, INC.
4100 Riverwood Drive

Port Charlotte, FL 33953
Attention: President

11. Captions and Paragraph Headings. Captions and paragraph heading contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.
12. Execution; Effective Date. To facilitate execution, the parties hereto agree that this Agreement may be executed and telecopied to the other party and that the executed telecopy shall be binding and enforceable as an original. This Agreement may be executed in as many counterparts as may be required or desired by the parties. All counterparts shall collectively constitute a single agreement. The Effective Date of this Agreement shall be the date and year written above.
13. Assignability. The Association, in its sole discretion, shall have the right to enter into agreements with third parties for provision of some or all of the Services by such third parties, provided that the Association shall remain liable to the District for all of its obligations under this Agreement. Except as otherwise provided in the preceding sentence, this Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be granted or withheld in such party's sole and absolute discretion.
14. Severability. If any provisions of this Agreement are held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement, provided that both parties may still effectively realize the complete benefit of the transaction contemplated hereby.
15. Integrated Contract, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, whether written or oral, and specifically, this Agreement supersedes and replaces any past understanding or agreement relating to the maintenance activities previously performed by the Association for the District. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by both the Association and the District. By approval of this Agreement, the Board of the District and Association hereby authorizes their chairman and president, respectively, or their designees, to: (i) execute amendments and modifications to this Agreement relating to changes to the terms hereof and corrections or clarifications to the terms and provisions of the Agreement, so long as such changes, corrections or clarifications will not materially adversely change the material terms of the Agreement and (ii) to execute on behalf of the District and Association, such notices, waivers or other documents or instruments as may be required or needed to effectuate the terms of this Agreement.
16. Construction of Agreement. This Agreement has been negotiated and prepared by the respective parties hereto, and the language of this Agreement shall not be construed for or

against any party based simply upon the argument or claim that such party was responsible for the drafting of any term, condition or provisions of this Agreement. Whenever from the context of this Agreement appears appropriate, each term of this Agreement in either the singular or plural shall include both, and pronouns stated in any gender shall include the masculine, the feminine, and the neuter, as appropriate.

17. Independent Contractor Status. It is the intention of the parties hereto that their relationship, as created by this Agreement, is that of an independent contractor and contractee, and this Agreement shall not create any other relationship, whether partnership, joint venture, agency, or otherwise, between the parties. Except as otherwise expressly provided in this Agreement, the Association shall not hereby acquire any authority, whether actual, express, implied, or apparent, to bind or otherwise obligate the District in any capacity.

18. No Third Party Beneficiary. No creditor or other third party having dealings with either the District or the Association shall have the right to enforce or pursue any of the rights, obligations or remedies hereunder, at law or in equity. The provisions of this Agreement shall be solely for the benefit of, and may be enforced solely by, the parties hereto and their respective successors and assigns. None of the rights or obligations of the parties herein set forth shall be deemed an asset of either party for any purpose by any creditor or other third party, nor may such rights or obligations be sold, transferred or assigned by the parties or pledged or encumbered by the parties to secure any debt or other obligation of the parties.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this document the day and year first above written.

"DISTRICT"

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT, a unit of local government formed pursuant to Chapter 190, Florida Statutes

Attest:
By: *Calvin Teague*
Print Name: Calvin Teague
As its: Secretary

By: *Eric Hansen*
Print Name: Eric Hansen
As its: Chairman, Board of Supervisors

STATE OF FLORIDA

COUNTY OF Charlotte

The foregoing instrument was acknowledged before me this 18th day of May, 2010, by Eric Hansen, Chairman of Riverwood Community Development District, a unit of local government formed pursuant to Chapter 190, Florida Statutes, who [] is personally known to me or who [] has produced _____ as identification.

 **NOTARY SEAL**
CALVIN TEAGUE
MY COMMISSION # DD 615804
EXPIRES: November 19, 2010
Bonded Thru Budget Notary Services

Calvin Teague
NOTARY PUBLIC Signature
Print Name: _____
My Commission Expires: _____

"ASSOCIATION"

Witnesses:

RIVERWOOD COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

Barbara A. Wagner

Signature

Barbara A. Wagner

Print Name

Patrick Butler

Signature

PATRICK BUTLER

Print Name

By: Mike Woolery

Name: MIKE WOOLEY

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17th day of May, 2010, by MIKE WOOLEY, as PRESIDENT of Riverwood Community Association, Inc., a Florida not-for-profit corporation, who [] is personally known to me or who [] has produced _____ as identification.

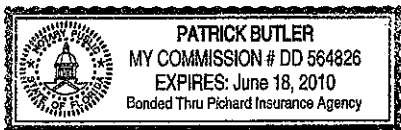
Patrick Butler

NOTARY PUBLIC Signature

Print Name: PATRICK BUTLER

My Commission Expires: 6-18-10

NOTARY SEAL



**Consent of Declarant to
Community Development District Systems
and Facilities Operation and Maintenance Agreement**

CENTEX HOMES, as the Declarant pursuant to the Declaration of Covenants, Conditions, and Restrictions for Riverwood, as amended and supplemental (the "Declaration"), has reviewed the Community Development District Systems and Facilities Operation and Maintenance Agreement (the "Maintenance Agreement") by and between the Riverwood Community Development District (the "District") and the Riverwood Community Association, Inc. (the "Association"), has determined that the maintenance by the Association of the Facilities owned by the District is necessary or desirable to maintain the Community-Wide Standard (as defined in the Declaration), is consistent with the past practices and course of dealing between the District and the Association and is expected to result in cost savings to the owners in the Riverwood community. Accordingly, pursuant to Section 6.2 of the Declaration, the Declarant hereby consents to the Maintenance Agreement.

Dated effective as of January 1, 2011.

WITNESSES TO CENTEX HOMES

Michael Woolery
[Sign Name]

MIKE WOOLERY
[Print Name]

Barbara A. Wagner
[Sign Name]

Barbara A. Wagner
[Print Name]

"CENTEX"

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation,
its managing general partner

By: *Rich McCormick*

Name: RICH MCCORMICK

Title: V.P. LAND

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17th day of May, 2010, by Richard McCormick, as the VICE PRESIDENT - LAND of Centex Real Estate Corporation, the managing general partner of Centex Homes, a Nevada general partnership, who [] is personally known to me or who [] has produced _____ as identification.

Patrick Butler

NOTARY PUBLIC

(NOTARIAL SEAL)



Name: PATRICK BUTLER
Commission number (if not legible on seal): DD 564826
My commission expires (if not legible on seal): 6-18-10