

This instrument prepared by:
Greenberg Nikoloff, P.A.
1964 Bayshore Boulevard, Suite A
Dunedin, Florida 34698

**USE AGREEMENT AMONG KEY VISTA MASTER HOMEOWNERS ASSOCIATION, INC.
AND KEY VISTA VILLAS HOMEOWNERS ASSOCIATION, INC.**

THIS AGREEMENT (the "Agreement") is entered into by Key Vista Master Homeowners Association, Inc., a Florida not-for-profit corporation ("Master Association") with the mailing address at Greenberg Nikoloff, P.A., 1964 Bayshore Boulevard, Suite A, Dunedin, Florida 34698 and Key Vista Villas Homeowners Association, Inc. ("Villas Association") with the mailing address at Rabin Parker, P.A., 3653 McCormick Drive, Clearwater, Florida 33759.

RECITALS

WHEREAS, Master Association is established to own and maintain areas of common concern within the sub-association communities;

WHEREAS, Villas Association desires to install plants on Master Association property abutting the Villas Association in order to address safety concerns;

WHEREAS, Master Association and Villas Association desire to enter into this Use Agreement to address and allow Villas Association to install plants on the Master Association property.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. RECITALS. The foregoing recitals are true and correct and form a material part of this Agreement.
2. IMPROVEMENTS. Master Association grants Villas Association an easement and use right over the Master Association property within and abutting the Villas Association community to install plantings, with prior written approval of the Master Association as to the type and aesthetics of such plantings.
3. REMOVAL/RELOCATION: If, in the sole opinion of the Master Association, such plantings installed by Villas Association interferes with any construction, reconstruction, alteration, improvement(s) or maintenance required to be performed by the Master Association as owner of said property, Villas Association, upon written notice from Master Association, shall remove or relocate said plantings as requested by Master Association, and to the Master Association's satisfaction, within thirty (30) days of said notice. Any such relocation or removal of the plantings shall be at the sole expense of the Villas Association. Should the Villas fail to abide by Master Association's request in the time allotted, Master Association shall have the right to remove any said plantings

without liability to the Villas Association and shall be permitted to demand reimbursement of any costs incurred related to such removal from Villas Association.

4. INDEMNIFICATION: To the fullest extent permitted by law, Villas Association shall defend, indemnify, and hold harmless Master Association from and against all claims, damages, losses and expenses, including reasonable attorney fees and costs, arising out of, or resulting from the performance of their operation under this Agreement.
5. RECORDING. This Agreement shall be recorded in the Public Records of Pasco County, Florida, within thirty (30) days of its execution.
6. COVENANTS RUNNING WITH THE LAND. The provisions of this Agreement shall constitute covenants running with the land or an equitable servitude upon the land, as the case may be, applicable, to all of the Property described herein or any portion thereof. Furthermore, this Agreement shall be binding on all parties having right, title or interest in the Property described herein or any portion thereof, and their successors and assigns. Master Association and Villas Association declare that the Property described in this Agreement and any portion thereof shall be held, sold, and conveyed subject to such rights granted to Master Association within its governing documents. This Agreement shall inure to the benefit of and be enforceable by either party and its respective legal representatives, successors, and assigns.
7. DURATION. The provisions, restrictions, and covenants of this Agreement shall run with and bind the land from the date this Agreement is recorded in the Public Records of Pasco County, Florida until such time either party terminates this Agreement. No such agreement to revoke shall be effective until said instrument has been signed, acknowledged, and recorded in the Public Records of Pasco County, Florida. Notwithstanding the foregoing, Master Association shall have the right to cancel this Agreement upon thirty (30) days prior written notice to Villas Association.
8. AMENDMENT. The provisions, restrictions and covenants of this Agreement shall not be modified or amended except in a written instrument approved by a majority of the Boards of Directors for the Master Association and the Villas Association. No such modification or amendment shall be effective until said instrument has been signed, acknowledged and recorded in the Public Records of Pasco County, Florida.
9. DISPUTE RESOLUTION. Either party may bring an action in a court of competent jurisdiction located in Pasco County, Florida, to enforce the provisions of this Agreement. The prevailing party in such action shall be entitled to recover its reasonable

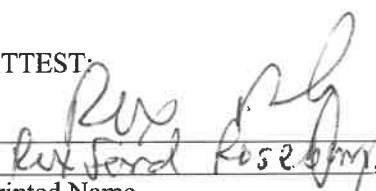
attorney's fees and costs from the non-prevailing party, including appellate attorney's fees.

9. COMPLIANCE WITH APPLICABLE LAWS. Master Association and Villas Association shall comply with all applicable state laws and County ordinances.

10. EFFECTIVE DATE. This Agreement shall take effect upon being recorded in the Public Records of Pasco County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and executed as of the day and date written below.

KEY VISTA MASTER ASSOCIATION, INC.

ATTEST:


Rexford Roseberry, Secretary
Printed Name

By: 

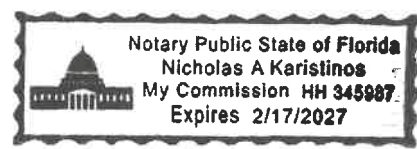
Joseph Reynolds, President
Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of MAY, 2025, by JOSEPH REYNOLDS, as President and REXFORD ROSEBERRY, as Secretary, of KEY VISTA MASTER ASSOCIATION, INC., and are personally known to me or have produced _____ as identification.



NOTARY PUBLIC
State of Florida at Large



KEY VISTA VILLAS HOMEOWNERS ASSOCIATION, INC.

ATTEST:

Rexford Roseberry, Secretary
Printed Name

By: Joseph Reynolds, President
Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of MAY, 2025, by JOSEPH REYNOLDS, as President and REXFORD ROSEBERRY, as Secretary, of KEY VISTA VILLAS HOMEOWNERS ASSOCIATION, INC., and are personally known to me or have produced _____ as identification.

Nicholas A. Karistinos
NOTARY PUBLIC
State of Florida at Large

