

AGREEMENT

THIS AGREEMENT (“**Agreement**”), made and entered into this ____ day of April, 2012 (the “**Effective Date**”), by and between Saddlebrook Estates Homeowners Association, Inc. (“**Saddlebrook**”) and Bridlewood of Lafayette Homeowners Association, Inc. (“**Bridlewood**”). Saddlebrook and Bridlewood may be referred to hereinafter individually as a Party or collectively as the Parties.

RECITALS

WHEREAS, Saddlebrook is a corporation duly organized and existing under the laws of the State of Indiana.

WHEREAS, the affairs of Saddlebrook are governed by a Board of Directors consisting of five (5) members.

WHEREAS, pursuant to Article VII of its By-Laws, the Board of Directors of Saddlebrook are authorized to appoint various committees deemed necessary to carry out the purposes of Saddlebrook.

WHEREAS, Bridlewood is a corporation duly organized and existing under the laws of the State of Indiana.

WHEREAS, the affairs of Bridlewood are governed by a Board of Directors consisting of five (5) members.

WHEREAS, pursuant to Article VII of its By-Laws, the Board of Directors of Bridlewood are authorized to appoint various committees deemed necessary to carry out the purposes of Bridlewood.

WHEREAS, in order to reduce the operating costs of Saddlebrook and Bridlewood as well as maintain or lower the assessments charged to members of the respective associations, the Parties desire to establish a joint committee to oversee the combined operation of Saddlebrook and Bridlewood.

NOW, THEREFORE, in consideration of the following mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are hereby affirmed by the Parties as true and correct and each such recital is incorporated herein by this reference.

2. Term. The term of this Agreement shall commence as of the Effective Date and continue for a period of one (1) year. This Agreement shall not automatically renew, but may be renewed for additional one-year terms by the written agreement of both Parties.

3. Termination. Saddlebrook or Bridlewood may terminate this Agreement at any time with or without cause by giving the other Party sixty (60) days written notice of such desire to terminate.

4. Joint Committee. The Parties shall establish a joint committee (“**Committee**”) for purposes of overseeing the combined affairs of Saddlebrook and Bridlewood subject to the terms and conditions of this Agreement; the By-Laws of the respective Parties; and any Declaration of Covenants, Conditions, and Restrictions to which a Party may be subject including any and all supplements or amendments thereto.

a. *Composition*. The Committee shall be composed of five (5) members selected as follows:

i. Three (3) members shall be elected by Saddlebrook from its current Board of Directors.

ii. Two (2) members shall be elected by Bridlewood from its current Board of Directors.

Neither Party shall have the right to a vote in the other Party’s election of its representatives for the Committee nor shall a Party have the right to veto or otherwise object to a selection of the other Party. Either Party may at any time replace any of its representative members of the Committee without first obtaining the consent or approval of the Committee or the other Party.

b. *Responsibilities and Powers*. The Committee shall oversee the assessments levied, and the expenses incurred, by Bridlewood and Saddlebrook with the objective being that such assessments and expenses shall be reduced as a result of the Parties’ combined operation. Such expenses shall include but are not limited to landscaping, insurance, and street lights. The Committee shall have all power authorized, and be subject to all limitations imposed, by the respective By-Laws and Declaration of Covenants, Conditions, and Restrictions to which a Party may be subject including any and all supplements or amendments thereto. The Committee shall at all times exercise its powers and perform its responsibilities in a manner that in the Committee’s judgment is in the best interests of both Bridlewood and Saddlebrook. The Committee shall not cause, or allow, any action to be taken which the Committee knows will likely result in harm to either Party, whether financial or otherwise.

- c. *Continued Existence.* Nothing in this Agreement shall be construed to authorize or require the dissolution of either Party and Saddlebrook and Bridlewood, including their respective Board of Directors, shall continue in existence following the execution and delivery of this Agreement.

5. Property Manager. The Committee shall hire a property manager (“**Property Manager**”), on terms and subject to conditions established by the Committee, for purposes of managing the combined operations of the Parties including collection of assessments of Bridlewood and Saddlebrook and payment of expenses of the combined operations of the Parties. The Committee shall require such Property Manager to draft a budget to be approved by the Committee which budget shall provide for assessments not to exceed the following: (i) \$140.00 for Bridlewood; and (ii) \$90.00 for Saddlebrook.

6. Representations. Saddlebrook and Bridlewood respectively represent, covenant, and warrant as follows:

- a. *No Conflicts.* The execution, delivery and performance of this Agreement and the consummation of the transactions hereby contemplated will not conflict with any law, statute or regulation to which Saddlebrook or Bridlewood are subject; any other agreement to which Saddlebrook or Bridlewood may be a party; the By-Laws or existing resolution of the respective Parties; or any Declaration of Covenants, Conditions, and Restrictions to which a Party may be subject including any and all supplements or amendments thereto.
- b. *Legal Existence; Compliance with Law.* Saddlebrook and Bridlewood (i) are duly organized, validly existing, and in good standing as legal entities under the laws of the State of Indiana and are qualified to do business in each jurisdiction where their ownership of property or conduct of business requires such qualification; (ii) have the legal power and authority to enter into this Agreement and to conduct business in the manner which they do and propose to do; and (iii) have obtained the authority and/or consent of their respective Board of Directors, members, or a declarant, which authority and/or consent may be required to enter into this Agreement and consummate the transactions contemplated hereby.
- c. *Legal Power; Authorization; Enforceable Obligations.* The undersigned on behalf of the Parties represents that he or she has authority to bind the Party upon whose behalf he or she is executing this Agreement and this Agreement constitutes a binding obligation of the Parties.

7. Miscellaneous. The parties further agree as follows:

- a. *Material Benefit.* The Parties acknowledge and agree that the consummation and performance of this Agreement will result in material benefits to Saddlebrook and

Bridlewood, financial or otherwise, and the Parties acknowledge that such benefits constitute good and sufficient consideration for their performance under this Agreement.

- b. *Severability.* If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar to such provision as is possible that is legal, valid and enforceable.
- c. *Headings.* The headings used in this Agreement are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.
- d. *No oral modification.* Neither this Agreement nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.
- e. *Prior agreements.* This Agreement supersedes, in all respects, all prior written or oral agreements between the parties relating to the subject matter hereof and there are no other such agreements, understandings, warranties or representations between the parties except as set forth herein.
- f. *Drafting party.* The parties acknowledge that each party and/or each party's counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or schedules hereto.
- g. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of Indiana, without giving effect to choice of law rules.
- h. *Notices.* Any notices under or pursuant to this Agreement shall be deemed duly sent when delivered in hand or when mailed by registered or certified mail, return receipt requested, addressed as follows:

To Saddlebrook: Saddlebrook Estates Homeowners Association, Inc.
 P.O. Box 5793
 Lafayette, Indiana 47903

To Bridlewood: Bridlewood of Lafayette Homeowners Association, Inc.
 P.O. Box 4033

Lafayette, Indiana 47903

with a copy to: Reiling Teder & Schrier, LLC
Attn: Daniel A. Teder
P.O. Box 280
Lafayette, IN 47902-280

with a copy to: Tim Shriner, Registered Agent
10 N. 7th St.
Lafayette, IN 47901

- i. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first set forth above.

[The remainder of this page intentionally left blank. Signature pages to follow.]

[Signature Page 1 of 2 to Saddlebrook.Bridlewood Agreement]

Saddlebrook Estates Homeowners Association, Inc.

By: _____

Its: _____

Dated: _____

[Signature Page 2 of 2 to Saddlebrook.Bridlewood Agreement]

Bridlewood of Lafayette Homeowners Association, Inc.

By: _____

Its: _____

Dated: _____