

FIRST AMENDMENT

FIRST AMENDMENT TO THE NON-EXCLUSIVE PERMISSIVE USE AGREEMENT BETWEEN THE WESTLAKE RESIDENCES MASTER HOMEOWNERS ASSOCIATION, INC. AND THE CITY OF WESTLAKE.

This First Amendment to the Non-Exclusive Permissive Use between the Westlake Residences Master Homeowners Association, Inc. and the City of Westlake (the “Amendment”) is entered into by and between the Westlake Residences Master Homeowners Association, Inc. (the “Association”) and the City of Westlake (the “City”) (collectively referred to as the “Parties”).

WHEREAS, the Parties entered into the Non-Exclusive Permissive Use Agreement between the Westlake Residences Master Homeowners Association, Inc. and the City of Westlake for the non-exclusive permissive use of the main Lodge building (the “Lodge”); and

WHEREAS, the Parties wish to make certain amendments to the Agreement;

NOW THEREFORE, in consideration of the promises contained herein, and in the Agreement, the sufficiency of which both Parties hereby acknowledge:

1. **Incorporation.** The recitals and other information above is hereby incorporated herein as if fully set forth.
2. **Amendment.** The Agreement is now amended to add the underlined language below:
 6. **Payment of the Use Fee.** The City shall pay the Use Fee no later than thirty-six (36) hours prior to each Scheduled Meeting and Approved Meeting. In the event a Scheduled Meeting or Approved Meeting is cancelled less than thirty-six (36) hours prior its scheduled Use Time, the Use Fee shall be non-refundable; however, the Use Fee shall credited to the City as payment towards a future Meeting. In the event the City fails to pay the Use Fee at least thirty-six (36) hours prior to Meeting, the Association may grant privileges to third parties to use the Property during such Use Time, and the City shall not have the right to use the Property for such Meeting unless and until the Use Fee is paid prior to the time of the Meeting, provided the Association has not granted privileges to a third party to use the Property during such time. At least 45 days prior to the end of the City’s fiscal year, the Association and the City shall determine whether (a) the Association is in receipt of payment for a Use Fee that has been credited towards use of a future meeting but will not be used prior to the expiration of the City’s Fiscal Year or within 30 days thereafter, in which case the Association shall issue a refund to the City; and (b) whether the City owes any Use Fee or other payment to the Association, in which case the City shall make such payment to the Association prior to the end of the fiscal year.
3. **General.** Except as expressly set forth in this Amendment, the Agreement is unmodified and remains in full force and effect, and is hereby ratified and confirmed by the Parties.

IN WITNESS WHEREOF, Association and City have executed this Agreement as of the Effective Date.

ASSOCIATION:

**WESTLAKE RESIDENCES
HOMEOWNERS ASSOCIATION, INC.,**
a Florida not-for-profit corporation



By: _____
Name: John F. Carter
Title: President

CITY:

CITY OF WESTLAKE, FLORIDA, a Florida
municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

_____, City Clerk

Date: _____

APPROVED AS TO FORM & LEGALITY

_____, City Attorney