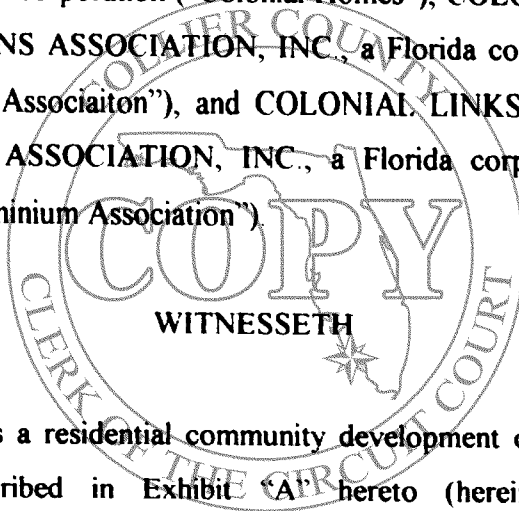


**AGREEMENT FOR SHARED ENTRANCE SIGNAGE AND ENTRANCE  
LANDSCAPE MAINTENANCE, CERTAIN LIMITED SHARED IRRIGATION  
FACILITIES, AND CAPITAL CONTRIBUTION FOR CRESTVIEW  
RECREATION AREA**

This Agreement for Shared for Shared Entrance Signage and Entrance Landscape Maintenance, Certain Limited Shared Irrigation Facilities and Capital Contribution for Crestview Recreation Area ("Agreement") is made this 6 day of MARCH 2002 by and between, CRESTVIEW VILLAS AT HERITAGE GREENS ASSOCIATION, INC., a Florida corporation not for profit, ("Crestview Villas Association"), CRESTVIEW CONDOMINIUM AT HERITAGE GREENS ASSOCIATION, INC., a Florida corporation not for profit, ("Crestview Condominium Association"), COLONIAL HOMES, INC., a Florida corporation ("Colonial Homes"), COLONIAL LINKS VILLAS AT HERITAGE GREENS ASSOCIATION, INC., a Florida corporation not for profit, ("Colonial Links Villas Association"), and COLONIAL LINKS CONDOMINIUM AT HERITAGE GREENS ASSOCIATION, INC., a Florida corporation not for profit, ("Colonial Links Condominium Association").



WHEREAS, there exists a residential community development on certain real property more particularly described in Exhibit "A" hereto (hereinafter referred to as "Crestview"); and

WHEREAS, within Crestview is certain real property and recreational improvements thereon more particularly described in Exhibit "B" hereto (hereinafter referred to as the "Crestview Recreation Area"); and

WHEREAS, the Crestview Recreation Area is owned by Crestview Villas Association;  
and

3090749 OR: 3169 PG: 1934

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL  
12/06/2002 at 11:17AM DWIGHT E. BROCK, CLERK  
REC FEE 55.50

Retn:  
DEBOBST KNUDSEN  
1415 HENDRY ST  
FT MYERS FL 33901

WHEREAS, the Crestview Recreation Area is intended to be for the use of the owners of dwelling units located in Crestview ("Crestview Owners") and their lessees, families and guests; and

WHEREAS, the Crestview Owners are obligated to pay a pro-rata share of the maintenance costs of the Crestview Recreation Area as more fully described in the recorded Declarations for the various neighborhoods within Crestview and the two Grant(s) of Easement and Easement Agreement for Crestview Recreation Area recorded at OR Book 2393, Page 0542, and OR Book 2794, Page 0612, respectively, in the Public Record of Collier County, Florida; and

WHEREAS, the current and continued operation of the Crestview Recreation Area benefits and enhances the marketing efforts of Colonial Homes; and

WHEREAS, Crestview Villas Association and Crestview Condominium Association each owns and controls a separate closed irrigation system respectively servicing the Crestview Villas and Crestview Condominium owners but which heretofore, Colonial Homes has, without permission, utilized on behalf of and to the benefit of Colonial Links Villas Association, and Colonial Links Condominium Association, and

WHEREAS, Colonial Homes, Colonial Links Villas Association and Colonial Links Condominium Association wish to continue to utilize the irrigation system now and in the future; and

WHEREAS, Crestview Villas Association, Crestview Condominium Association, Colonial Links Villas Association and Colonial Links Condominium Association share a common entrance and signage and wish to formalize the maintenance responsibilities of the entrance and signage;

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations paid by each of the parties hereto unto the other parties,

receipt of which is hereby acknowledged by all parties, the parties hereto do hereby agree as follows:

1. Recitations. The foregoing recitations are true and correct.
2. Crestview Recreation Area.
  - A. Colonial Homes shall, upon execution of this Agreement, make a one time, lump sum, non-refundable capital contribution of four thousand dollars (\$4,000) to Crestview Villas Association for the purpose of deferring maintenance costs associated with the operation of the Crestview Recreation Area.
  - B. The pro rata 2002 Crestview Recreation Area annual assessment is three hundred dollars (\$300.00) for each Crestview Owner. During the year 2002, Colonial Homes will pay any costs incurred in excess of the 2002 Crestview Recreation Area Budget adopted on February 26, 2002 up to the maximum amount of two thousand five hundred dollars (\$2,500) (hereinafter "Deficit Guarantee") (This is in addition to any other amounts due under this Agreement). On December 31, 2002 after payment of all bills for goods and services that were received in 2002 have been paid, if there exists a budget surplus then Colonial Homes shall be reimbursed from the surplus for as long as it exists for amounts paid under the Deficit Guarantee.
  - C. Colonial Homes shall within ten (10) business days notify Crestview Villas Association of each new Certificate of Occupancy obtained for Units in Colonial Links Villas Association and Colonial Links Condominium Association. Thereafter, Colonial Links Villas Association and Colonial Links Condominium Association, as the case may be, shall promptly pay the pro-rated Crestview Recreation Area assessment due and owing pursuant to the Second Grant of Easement and Easement Agreement for Crestview Recreation Area.

D. Upon the execution of this Agreement Colonial Homes shall pay the pro-rated Crestview Recreation Area assessments due and owing for all Units in Colonial Links Villas Association and Colonial Links Condominium Association for which a certificate of occupancy has been issued.

3. Irrigation.

A. Colonial Homes shall, upon execution of this Agreement, make a one time, capital contribution of one hundred (\$100) to Crestview Villas Association for each of the fourteen (14) Lots that are currently connected to and utilizing the irrigation system owned and operated by the Crestview Villas Association: Colonial Links Villas Lots 3, 4, 9, 10, 93, 94, 95, 96, 115, 116, 117, 118, 119, 120.

B. Colonial Homes shall, upon execution of this Agreement, make a one time, capital contribution of one hundred (\$100) to Crestview Condominium Association for each of the four (4) Units that are currently connected to and utilizing the irrigation system owned and operated by the Crestview Condominium Association: Colonial Links Condominium Lot 14 containing four (4) Units.

C. The Colonial Links Villas Association and Colonial Links Condominium Association shall thereafter forever pay a pro-rata share, equal to the number of Units on the Lots so connected, of all costs, including reserves and capital improvement costs, for the operation, maintenance, repair, replacement and capital improvement of the respective irrigation systems. The apportionment of the expenses shall be determined by utilizing a fraction, the numerator of which is one (1) and the denominator of which is the total number of Units on Lots connected to the irrigation system. If it is necessary to levy a special assessment for the irrigation system the Colonial Links Villas Association and Colonial Links Condominium Association shall pay an equal pro-rata share of the special assessment. Crestview Villas Association and Crestview Condominium Association shall bill the

Colonial Links Villas Association and Colonial Links Condominium Association for their respective pro-rata share of costs and the Associations shall pay said bills in full within thirty (30) days of receipt. Each Association, upon request, shall be entitled to receive copies of all bills and other relevant information documenting and supporting the operation of the respective irrigation systems to which they are connected and the expense thereof.

- C. Crestview Villas Association and Crestview Condominium Association shall at all times have the sole and exclusive control of the operation and maintenance of the irrigation system owned by each of them. However, the Colonial Links Villas Association and Colonial Links Condominium Association and their benefited owners shall have the right to notice of, and the right to attend, all meetings of Crestview Villas Association and/or its Board of Directors and Crestview Condominium Association and/or its Board of Directors at which the operation and/or budget of the irrigation system is discussed as an agenda item. The right to attend includes the right to speak at the meeting, subject to the rules and regulations regarding participation at meetings then in effect, if any. The right to attend and participate in said meetings shall not vest Colonial Links Villas Association, Colonial Links Condominium Association or their benefited owners with the right to vote in any such matters. Nevertheless, Crestview Villas Association and Crestview Condominium Association shall not adopt any rules or regulations pertaining to the irrigation system that intentionally discriminate against Colonial Links Villas Association, Colonial Links Condominium Association or their benefited owners.

4. Common Entrance Area Signage and Landscape Maintenance.

- A. Colonial Homes shall erect, at its cost, a new sign identifying the Crestview Community/Crestview Villas/Crestview Condominium at the entrance to the community. Colonial Homes shall have no

ownership interest in the sign or structure on which it is mounted. Other than the cost of erecting the sign, Colonial Homes shall have no obligation to contribute to the ongoing maintenance of the sign or its replacement.

- B. Colonial Homes shall submit several designs for the new sign to Crestview Villas Association and Crestview Condominium Association, each of which shall thereafter choose one design including the actual wording. The type, size and material of the sign shall be substantially similar to the now existing Colonial Links signs.
- C. Notwithstanding actual ownership of the entrance area or any other assigned signage or landscaping maintenance obligations or responsibilities found in any other written documents, the cost of the maintenance, repair and replacement of the common entrance area signage and maintenance of the common entrance area landscaping shall be shared as a common expense of the Crestview Villas Association, Crestview Condominium Association, Colonial Links Villas Association and Colonial Links Condominium Association. Each Association shall be obligated to, in perpetuity, pay a pro-rata share of the common expenses for the maintenance, repair and replacement of the entrance signage and maintenance of the entrance landscaping, equal to the number of Units it governs. The apportionment of the common expenses shall be determined by utilizing a fraction, the numerator of which is one (1) and the denominator of which is the total combined number of Units in all of the Associations. The actual Association, legally responsible for maintaining the entrance signage and landscaping (hereinafter "Responsible Association") shall bill the other Associations for their pro-rata share of costs and the Associations shall pay said bill in full within thirty (30) days of receipt. Any Association, upon request, shall be entitled to receive copies of all bills and other relevant information from the Responsible Association documenting and supporting the

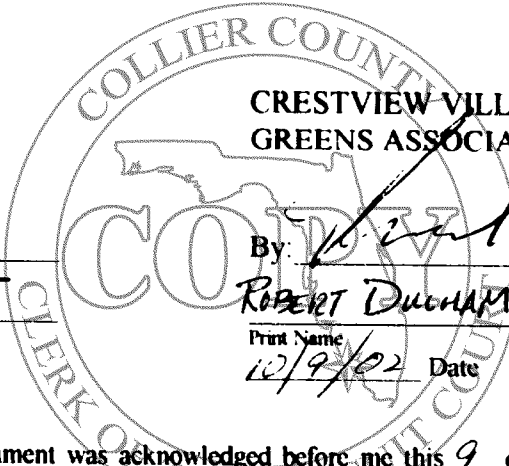
expenses incurred for maintaining the signage and landscaping. All Associations shall have the right to notice of, and the right to attend, all meetings at which the entrance signage and landscaping are discussed as agenda items. The right to attend includes the right to speak at the meeting, subject to the rules and regulations regarding participation at meetings then in effect, if any. The right to attend and participate in said meetings shall not vest the non-responsible Associations or their members with the right to vote in any such matters. Nevertheless, the Responsible Association shall not adopt any rules or regulations pertaining to the entrance signage or landscaping that intentionally discriminate against the other Associations or their members.

6. Miscellaneous.

- A. All parties to this Agreement shall bear their own attorney's fees incurred for the preparation, review and revision of this Agreement.
- B. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. Further, the provisions, conditions, terms and covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors, assigns, trustees, receivers and personal representatives of the parties hereto. This Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. No failure of any of the parties to exercise any power or right given hereunder or to insist upon strict compliance with any of the obligations hereunder, shall constitute a waiver of any party's rights to enforce this Agreement according to its terms.
- C. Time is of the essence in this Agreement

- D. Upon execution this Agreement shall be recorded in the public record of Collier County, Florida.
- E. The prevailing party is entitled to recover its attorneys' fees and costs, including such fees and costs for pre-litigation services, trial, appeal and the collection of any judgment obtained, incurred as a result of a default under this Agreement. Venue in any proceedings to enforce this Agreement shall be in Collier County, Florida.
- F. All parties agree to timely execute any other writing or instrument reasonably necessary to accomplish the intent of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands as of the day first above written.



CRESTVIEW VILLAS AT HERITAGE GREENS ASSOCIATION, INC.

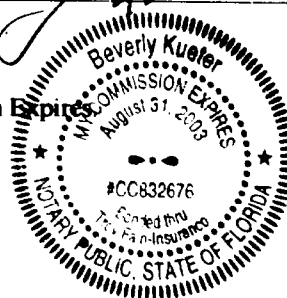
James Kennedy  
 Witness 1  
 [Signature]  
 Witness 2

By: [Signature]  
 ROBERT DUCHAM as its PRESIDENT  
 Print Name Title  
 10/9/02 Date (Seal)

State of Florida  
County of Collier

The foregoing instrument was acknowledged before me this 9 day of Oct, 2002, by ROBERT DUCHAM as President of Crestview Villas at Heritage Greens Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
 Notary Public  
 Print Name  
 Serial No.  
 My Commission Expires



CRESTVIEW CONDOMINIUM AT HERITAGE GREENS ASSOCIATION, INC.

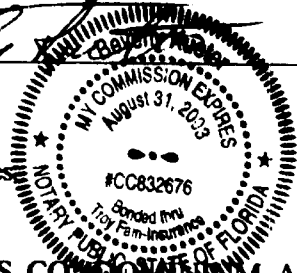


Witness 1 [Signature] Sec.  
Witness 2 [Signature]

By: [Signature] (Pres.)  
DAVID TIRADO as its \_\_\_\_\_  
Print Name Title  
10/9/02 Date (Seal)

State of Florida  
County of Collier

The foregoing instrument was acknowledged before me this 9 day of Oct, 2002, by DAVID TIRADO, as President of Crestview Condominium at Heritage Greens Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
Print Name  
Serial No.  
My Commission Expires \_\_\_\_\_  



COLONIAL LINKS CONDOMINIUM AT  
HERITAGE GREENS ASSOCIATION,  
INC.

Witness 1 [Signature]  
Witness 2 [Signature]

By: [Signature]  
ANTHONY PERSICILLI as its \_\_\_\_\_  
Print Name Title  
3-06-02 Date (Seal)

State of Florida  
County of Collier

The foregoing instrument was acknowledged before me this 21 day of March, 2002, by Anthony Persicilli as President of Colonial Links Condominium at Heritage Greens Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

 Laurie Sousa  
My Commission CC757293  
Expires July 7, 2002

[Signature]  
Notary Public  
Print Name  
Serial No.  
My Commission Expires \_\_\_\_\_

COLONIAL LINKS VILLAS AT  
HERITAGE GREENS ASSOCIATION,  
INC.

Witness 1 [Signature]  
Witness 2 [Signature]

By: [Signature]  
ANTHONY PERSICILLI as its \_\_\_\_\_  
Print Name Title  
3-06-02 Date (Seal)

State of Florida  
County of Collier

The foregoing instrument was acknowledged before me this 6 day of March, 2002, by Anthony Persicilli as President of Colonial Links Villas at Heritage Greens Association, Inc., a Florida

not for profit corporation, on behalf of the corporation. He/She is personally known to me or has produced as identification.



Laurie Sousa  
My Commission CC757293  
Expires July 7, 2002

*Laurie Sousa*  
Notary Public  
Print Name  
Serial No.  
My Commission Expires.

*[Signature]*  
Witness  
*[Signature]*  
Witness 2

COLONIAL HOMES, INC.  
By: *[Signature]*  
ANTHONY PERSIKILLI as its Title  
Print Name  
3-26-02 Date (Seal)

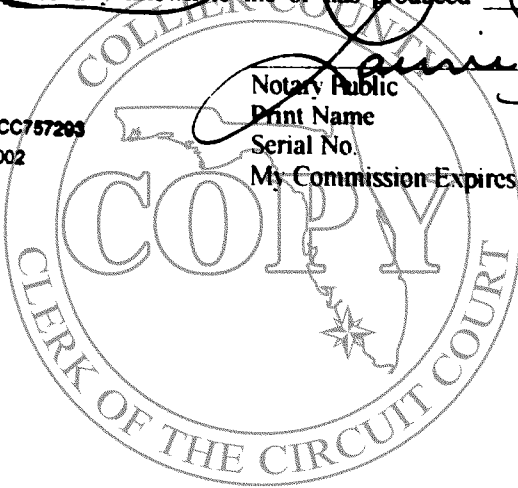
State of Florida  
County of Collier

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2002, by Anthony Persikilli as President of Colonial Homes, Inc., a Florida for profit corporation, on behalf of the corporation. He/She is personally known to me or has produced as identification.



Laurie Sousa  
My Commission CC757293  
Expires July 7, 2002

*Laurie Sousa*  
Notary Public  
Print Name  
Serial No.  
My Commission Expires.



LEGAL DESCRIPTION OF CRESTVIEW

Lots 1 through 124, Block A, Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, Public Records of Collier County, Florida.



Exhibit A

LEGAL DESCRIPTION OF CRESTVIEW RECREATION AREA

Tract X, Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, Public Records of Collier County, Florida.



Exhibit B