

COST SHARING AND EASEMENT AGREEMENT

THIS COST SHARING AND EASEMENT AGREEMENT ("Agreement") is made and entered into as of the day and year set forth below, by and between **CROSSING CREEK VILLAGE HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is c/o Markel Management, Inc., 5642 Marquesas Circle, Sarasota, FL 34233 (the "Phase I Association"), **RESERVE AT CROSSING CREEK VILLAGE PHASE TWO PROPERTY OWNERS' ASSOCIATION, INC.**, whose address is c/o Centex Homes, 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134 (the "Phase II Association") and **CENTEX HOMES**, a Nevada general partnership, whose address is 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134 ("Centex").

RECITALS:

A. Phase I Association is the entity responsible for the management, maintenance and operation of Crossing Creek Village, located in Manatee County, Florida, pursuant to that certain Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 2120, Page 2034, Public Records of Manatee County, Florida; as amended to date (the "Phase I Declaration");

B. Phase II Association is the entity responsible for the management, maintenance and operation of Reserve at Crossing Creek Village Phase Two, located in Manatee County, Florida, pursuant to that certain Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 2477, Page 6624, Public Records of Manatee County, Florida (the "Phase II Declaration");

C. Except as otherwise defined in this Agreement, all capitalized terms shall have the meaning set forth in Section 2.1 of the Phase I Declaration.

D. The real property that is subject to the Phase I Declaration is more particularly described in Exhibit "A" attached hereto and made a part hereof ("Phase I"). The plat of Crossing Creek Village Phase I, as recorded in Plat Book 49, Page 40 of the Public Records of Manatee County, Florida, is referred to herein as the "Phase I Plat".

E. Centex is the owner of real property that is more particularly described in Exhibit "B" attached hereto and made a part hereof ("Phase II"), which real property is subject to the Phase II Declaration. The plat of Crossing Creek Village, Phase II, Subphase A, B & C, as recorded in Plat Book 56, Page 1, Public Records of Manatee County, Florida, is referred to herein as the "Phase II Plat".

F. Centex intends to develop Phase II as a separate residential community which shall share use of the public roads known as "Creekwood Boulevard" and "69th Street East", public utilities, a recreational area, landscaping, entry monuments and other portions of the Common Area with the Association, its members and their family members, tenants, guests and invitees. Access and use rights to the recreation area located in Tract "RA", as more particularly described in the Phase I Plat ("Phase I Recreation Area") and the recreation area that Centex constructs in Phase II (referred to herein as the "Phase II Recreation Area") shall be determined as set forth in Section 2(A) herein; and

G. The parties desire to enter into this Agreement to create, on the terms and conditions hereinafter set forth, perpetual non-exclusive easements over, under, across and upon portions of the

Common Areas in Phase I for the purposes set forth herein in favor of Phase II, and for the purpose of permitting access and use rights to the Phase II Recreation Area in favor of Phase I.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated in this Agreement.
2. Grant of Perpetual, Non-Exclusive Easements.

A. Recreation Areas.

(1) Phase I Recreation Area Easement. The Phase I Association hereby grants and conveys a perpetual, non-exclusive access and use easement to the Phase I Recreation Area in favor of the owners of residential dwellings located in Phase II, their family members, tenants and guests. Centex's sales staff, realtors and prospective purchasers shall have the right to enter upon the Phase I Recreation Area in order to view it, but shall not have any use rights. The Phase I Recreation Area is depicted on Exhibit "C" attached hereto and made a part hereof.

(2) Phase II Recreation Area Easement. The Phase II Recreation Area has not been constructed. Centex or its successor shall have the right to design, develop and construct the Phase II Recreation Area in its/their sole discretion and without any need for approval from the Phase I Association. Centex currently intends that the Phase II Recreation Area consist of open space and be located within Tract "RA" of the Phase II Plat. Centex may, but shall have no obligation, to design, develop and construct amenities in the Phase II Recreation Area. Centex hereby grants and conveys a perpetual, non-exclusive easement to the Phase I Association, the owners of residential dwellings located in Phase I, and their family members, tenants, and guests, for ingress, egress, access and/or use over, on, across and/or through any road connecting Phase I to the Phase II Recreation Area. Centex hereby grants and conveys a perpetual, non-exclusive access and use easement to the Phase II Recreation Area in favor of the owners of residential dwellings located in Phase I from time to time, and their family members, tenants and guests. However, the easements referenced in this Section 2(A)(2) shall not be operative until the date that the applicable governmental agency has issued a certificate of completion for the Phase II Recreation Area. The Phase II Recreation Area is depicted on Exhibit "C" attached hereto and made a part hereof.

B. Signs/Entry Monuments. The Phase I Association shall not interfere or object if Centex, its successors and assigns, installs signs, flags and banners adjacent to Creekside Boulevard and 69th Street East and within any medians located with such roads, for the purpose of identifying and advertising the residential community that may be developed in Phase II. The Phase I Association hereby grants a non-exclusive easement to Centex, its successors and assigns, until all residential dwellings in Phase II have been conveyed, to install signs, flags and banners within portions of Tracts "DE3", "DE5", "DE6", "DE9", "D", "G", "I", "J" of the Phase I Plat, including on or adjacent to the concrete entry monuments located adjacent to the intersection of Creekside Boulevard and 69th Street East, (such concrete monuments located thereon are referred to herein as the "Entry Monuments") for the purpose of identifying and advertising the residential community that may be developed in Phase II. The areas in which such signs, flags and banners may be installed are depicted in Exhibit "C" attached hereto and made a part hereof. The Phase I Association shall have the authority to approve the signage, flags and banner plan, including any modifications, which approval shall not be unreasonably denied.

The Phase I Association shall be responsible for the operation, management, maintenance, repair, replacement and insurance of the Entry Monuments. If the Phase I Association fails to properly maintain, repair or replace the Entry Monuments within a reasonable time after written notice is provided by Centex and/or the Phase II Association to the Phase I Association of any unsatisfactory condition, then Centex and/or the Phase II Association may correct the default and be reimbursed by the Phase I Association for the expense incurred in connection therewith.

The Phase I Association shall not unreasonably deny approval of signs, flags and banners, but may deny installation of or demand the removal of any signs, flags and banners which: hinder the ability of drivers of vehicles on Creekwood Boulevard or 69th Street East to see other vehicles or pedestrians; cluster three (3) or more signs, flags or banners within twenty (20) feet of one another; or are individually wider than ten (10) feet.

C. Landscaping. The Phase I Association is obligated to maintain and replace landscaping located within Tracts "DE3", "DE5", "DE6", "DE9", "D", "G", "I", "J" of the Phase I Plat, medians on 69th Street East and within the right of way of 69th Street East, including, without limitation, the areas between the sidewalk and curb ("Landscaping Areas"). The Landscaping Areas are depicted in Exhibit "C" attached hereto and made a part hereof.

D. Private Pedestrian Easement. Centex and the School District of Manatee County, Florida have discussed the creation of a non-exclusive private pedestrian easement as shown as Tract "PE" on the Phase II Plat, which is depicted in Exhibit "C" attached hereto and made a part hereof (the "Private Pedestrian Easement Area"). It is currently contemplated that the private pedestrian easement shall be in favor of students who attend the adjacent high school and are residents in Phases I and II. If Centex and the School District agree on the terms of such easement and/or agreement, Centex shall record it in the Public Records of Manatee County, Florida.

3. Cost Sharing.

A. Phase I Recreation Area, Entry Monuments and Landscaping Areas. In exchange for the easements set forth in Sections 2(A)(1), 2(B) and 2(C), Centex, on behalf of itself, its successors and assigns, the Phase II Association, owners of residential dwellings located in Phase II, and their family members, tenants and guests, agrees that the Phase II Association shall be obligated to pay to the Phase I Association on an annual basis (but in quarterly installments), 44.5% of the costs of maintenance, repair and replacement of the Phase I Recreation Area, Entry Monuments and Landscaping Areas, as depicted in Exhibit "C" attached hereto and made a part hereof (the "Phase I Shared Costs"). The Phase I Shared Costs are illustrated in the "Reserve at Crossing Creek - Cost Share Calculation" attached hereto as Exhibit "D" and made a part hereof.

Upon the recording of this Agreement in the Public Records of Manatee County, Florida, the Phase II Association's share of the Phase I Shared Costs shall be prorated for that quarter and based upon the number of days remaining in that quarter. The Phase II Association shall pay the initial prorated quarterly installment of the Phase I Shared Costs within thirty (30) days after receipt of the Phase I Association's request for payment and/or invoice(s) for same, along with such financial records, supporting documents and accounting determinations used by the Phase I Association to compute the anticipated Phase I Shared Costs. Within ten (10) days after receipt, the Phase II Association shall present the Phase I Association with any good faith objection to the Phase I Shared Costs. If the Phase II Association presents such objection to the Phase I Shared Costs within such ten (10) days, and specifies the basis of such objection, then the Phase II Association shall pay the Phase I Association the undisputed amount, if any, and the Phase I Association and the Phase II Association shall work in good faith to agree upon the disputed Phase I Shared Costs. If the Phase I Association and Phase II Association are unable to

agree upon the disputed Phase I Shared Costs within ten (10) days of the Phase I Association's receipt of the objection, then the parties shall attempt to resolve the dispute by submitting it to mediation, which mediation conference shall occur no later than thirty (30) days after the Phase I Association's receipt of the initial objection. If the mediation results in an impasse, then the parties shall have the right to pursue all legal remedies. Notwithstanding the foregoing, the Phase II Association shall not have the right to dispute the Phase I Shared Costs if they do not increase by more than three percent (3%) over the prior fiscal year's Phase I Shared Costs. Except for the initial quarterly installment, the Phase II Association shall pay quarterly assessments no later than the tenth (10th) day of each quarter.

The Phase I Association shall have the authority to impose a special charge to meet unusual, unexpected, unbudgeted, or non-recurring Phase I Shared Costs (the "Phase I Shared Special Charge") related to the maintenance, repair, and replacement of the Phase I Recreation Area, Entry Monuments and Landscaping Areas. The pro rata share of the Phase I Shared Special Charge allocated to the Phase II Association shall be the same as its pro rata share of the annual Phase I Shared Costs. Subsequent to adopting the Phase I Shared Special Charge, the Phase I Association shall present the Phase I Shared Special Charge to the Phase II Association, which will have the opportunity to review and comment within five (5) days of receipt from the Phase I Association. If the Phase II Association presents a good faith objection to the Phase I Shared Special Charge within such five (5) days, and specifies the basis of such objection, then the Phase II Association shall pay the Phase I Association the undisputed amount, if any, and the Phase I Association and the Phase II Association shall work in good faith to agree upon the disputed Phase I Shared Special Charge. If the Phase I Association and the Phase II Association are unable to agree on the disputed Phase I Shared Special Charge within five (5) days of the Phase I Association's receipt of the objection, then the parties shall attempt to resolve the dispute by submitting it to mediation, which mediation conference shall occur no later than thirty (30) days after the Phase I Association's receipt of the initial objection. If the mediation results in an impasse, then the parties shall have the right to pursue all legal remedies. Notwithstanding the foregoing, the Phase II Association shall not have the right to dispute a Phase I Shared Special Charge if the total sum to be assessed against all platted lots in Phase I and Phase II does not exceed fifteen percent (15%) of the Phase I Shared Costs for that fiscal year.

In the event that in any fiscal year the anticipated Phase I Shared Costs exceed the actual Phase I Shared Costs, such excess funds shall be applied as a credit toward the amount of Phase I Shared Costs to be assessed in the subsequent fiscal year. In addition, the anticipated Phase I Shared Costs for a fiscal year shall be based upon any reasonably anticipated Phase I Shared Costs for that fiscal year and the actual Phase I Shared Costs for the preceding fiscal year.

The Phase II Association's share of the Phase I Shared Costs and Phase I Shared Special Charges shall be deemed a common expense of the Phase II Association.

The obligation to pay the Phase I Shared Costs and Phase I Shared Special Charges shall be mandatory and shall be a separate and independent covenant on the part of the Phase II Association. No diminution or abatement of the Phase I Shared Costs or Phase I Shared Special Charges or setoff shall be claimed or allowed by reason of any alleged failure of the Phase I Association to fulfill its obligations hereunder. The liability for the Phase I Shared Costs and Phase I Shared Special Charges may not be avoided or abated by waiver of the use or enjoyment of any property that is subject to this Agreement or by interruption in the availability of such property for any reason whatsoever.

Failure by the Phase II Association to timely pay any quarterly installment of the annual Phase I Shared Costs or any Phase I Shared Special Charge shall constitute a default under this Agreement. In the event of such default, the Phase I Association shall have the right to suspend use rights to the Phase I Recreation Area, upon prior notice to the Phase II Association. The suspension of use rights shall be

enforceable against the Phase II Association, its owners, and their family members, tenants, and guests, but any owner may be released from such suspension by providing evidence to the Phase I Association that he has paid his share of the Phase I Shared Costs and Phase I Shared Special Charges to the Phase II Association. A quarterly installment of the annual Phase I Shared Costs or Phase I Shared Special Charge not timely paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Phase I Association shall have the right to bring an action against the Phase II Association to recover a money judgment for any unpaid principal amounts, together with interest and the costs and attorneys' fees incurred in collection.

The Phase I Association has the right to promulgate reasonable covenants, rules and regulations regarding the use and enjoyment of the Phase I Recreation Area; provided, however, that no such covenants, rules and regulations will be inconsistent with the terms of this Agreement, or discriminate against the rights granted hereunder in favor of the Phase II owners, and their family members, tenants and guests.

The Phase I Association shall be responsible for the operation, management, maintenance, repair, replacement and insurance of the Phase I Recreation Area, Entry Monuments and Landscaping Areas, as depicted in Exhibit "C" attached hereto and made a part hereof. If the Phase I Association fails to properly discharge its maintenance, repair and replacement obligations within a reasonable time after written notice is provided by Centex and/or the Phase II Association to the Phase I Association of any unsatisfactory condition, then Centex and/or the Phase II Association may correct the default and be reimbursed by the Phase I Association for the expense incurred by the Phase II Association in connection therewith.

B. Phase II Recreation Area. In exchange for the easement set forth in Section 2(A)(2) above, the Phase I Association, on behalf of itself, owners of residential dwellings located in Phase I, and their family members, tenants and guests, shall be obligated to pay to the Phase II Association on an annual basis (but in quarterly installments), 55.5% of the costs of maintenance, repair and replacement of the Phase II Recreation Area (the "Phase II Shared Costs"). The Phase II Shared Costs are illustrated in Exhibit "D" attached hereto and made a part hereof.

The Phase I Association's obligation to pay its share of the Phase II Shared Costs shall begin on the date the Phase II Recreation Area has received a certificate of completion from the applicable governmental agency. When such date occurs, the Phase I Association's share of the Phase II Shared Costs shall be prorated for that quarter and based upon the number of days remaining in that quarter. The Phase I Association shall pay the initial prorated quarterly installment of the Phase II Shared Costs within thirty (30) days after receipt of the Phase II Association's request for payment and/or invoice(s) for same, along with such financial records, supporting documents and accounting determinations used by the Phase II Association to compute the anticipated Phase II Shared Costs. Within ten (10) days after receipt, the Phase I Association shall present the Phase II Association with any good faith objection to the Phase II Shared Costs. If the Phase I Association presents such objection to the Phase II Shared Costs within such ten (10) days, and specifies the basis of such objection, then the Phase I Association shall pay the Phase II Association the undisputed amounts, if any, and the Phase I Association and the Phase II Association shall work in good faith to agree upon the disputed Phase II Shared Costs. If the Phase I Association and Phase II Association are unable to agree upon the disputed Phase II Shared Costs within ten (10) days of the Phase II Association's receipt of the objection, then the parties shall attempt to resolve the dispute by submitting it to mediation, which mediation conference shall occur no later than thirty (30) days after the Phase II Association's receipt of the initial objection. If the mediation results in an impasse, then the parties shall have the right to pursue all legal remedies. Notwithstanding the foregoing, the Phase I Association shall not have the right to dispute the Phase II Shared Costs if they do not increase by more than three percent (3%) over the prior fiscal year's Phase II Shared Costs. Except for the initial quarterly

installment, the Phase I Association shall pay quarterly assessments no later than the tenth (10th) day of each quarter.

The Phase II Association shall have the authority to impose a special charge to meet unusual, unexpected, unbudgeted, or non-recurring Phase II Shared Costs (the "Phase II Shared Special Charge") related to the maintenance, repair and replacement of the Phase II Recreation Area. The pro rata share of the Phase II Shared Special Charge allocated to the Phase I Association shall be the same as its pro rata share of the annual Phase II Shared Costs. Subsequent to adopting the Phase II Shared Special Charge, the Phase II Association shall present the Phase II Shared Special Charge to the Phase I Association, which will have the opportunity to review and comment within five (5) days of receipt from the Phase II Association. If the Phase I Association presents a good faith objection to the Phase II Shared Special Charge within such five (5) days, and specifies the basis of such objection, then the Phase I Association shall pay the Phase II Association the undisputed amount, if any, and the Phase I Association and the Phase II Association shall work in good faith to agree upon the disputed Phase II Shared Special Charge. If the Phase I Association and the Phase II Association are unable to agree on the disputed Phase II Shared Special Charge within five (5) days of the Phase II Association's receipt of the objection, then the parties shall attempt to resolve the dispute by submitting it to mediation, which mediation conference shall occur no later than thirty (30) days after the Phase II Association's receipt of the initial objection. If the mediation results in an impasse, then the parties shall have the right to pursue all legal remedies. Notwithstanding the foregoing, the Phase I Association shall not have the right to dispute a Phase II Shared Special Charge if the total sum to be assessed against all platted lots in Phase I and Phase II does not exceed fifteen percent (15%) of the Phase II Shared Costs for that fiscal year.

In the event that in any fiscal year the anticipated Phase II Shared Costs exceed the actual Phase II Shared Costs, such excess funds shall be applied as a credit toward the amount of Phase II Shared Costs to be assessed in the subsequent fiscal year. In addition, the anticipated Phase II Shared Costs for a fiscal year shall be based upon any reasonably anticipated Phase II Shared Costs for that fiscal year and the actual Phase II Shared Costs for the preceding fiscal year.

The Phase I Association's share of the Phase II Shared Costs and Phase II Shared Special Charges shall be deemed a Common Expense of the Phase I Association.

The obligation to pay the Phase II Shared Costs and Phase II Shared Special Charges shall be mandatory and shall be a separate and independent covenant on the part of the Phase I Association. No diminution or abatement of the Phase II Shared Costs or Phase II Shared Special Charges or setoff shall be claimed or allowed by reason of any alleged failure of the Phase II Association to fulfill its obligations hereunder. The liability for the Phase II Shared Costs and Phase II Shared Special Charges may not be avoided or abated by waiver of the use or enjoyment of any property that is subject to this Agreement or by interruption in the availability of such property for any reason whatsoever.

Failure by the Phase I Association to timely pay any quarterly installment of the annual Phase II Shared Costs or any Phase II Shared Special Charge applicable to its platted lots shall constitute a default under this Agreement. In the event of such default, the Phase II Association shall have the right to suspend use rights to the Phase II Recreation Area, upon prior notice to the Phase I Association. The suspension of use rights shall be enforceable against the Phase I Association, its owners, and their family members, tenants, and guests, but any owner may be released from such suspension by providing evidence to the Phase II Association that he has paid his share of the Phase II Shared Costs and Phase II Shared Special Charges to the Phase I Association. A quarterly installment of the annual Phase II Shared Costs or Phase II Shared Special Charge not timely paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Phase II Association shall have the right to bring an

action against the Phase I Association to recover a money judgment for any unpaid principal amounts, together with interest and the costs and attorneys' fees incurred in collection.

The Phase II Association has the right to promulgate reasonable covenants, rules and regulations regarding the use and enjoyment of the Phase II Recreation Area and, if created, the Private Pedestrian Easement Area; provided, however, that no such covenants, rules and regulations will be inconsistent with the terms of this Agreement, or discriminate against the rights granted hereunder in favor of the Phase I owners, and their family members, tenants and guests, and to the extent granted, the high school students who reside in Phase I and Phase II.

The Phase II Association shall be responsible for the operation, management, maintenance, repair, replacement and insurance of the Phase II Recreation Area and, if created, the Private Pedestrian Easement Area, as depicted in Exhibit "C" attached hereto and made a part hereof. If the Phase II Association fails to properly discharge its maintenance, repair and replacement obligations within a reasonable time after written notice is provided by the Phase I Association to the Phase II Association of any unsatisfactory condition, then the Phase I Association may correct the default and be reimbursed by the Phase II Association for the expense incurred by the Phase I Association in connection therewith.

C. Net Payment By Phase II Association. Notwithstanding anything to the contrary set forth in Sections 3(A) and 3(B) above, unless the Phase I Shared Costs and/or the Phase II Shared Costs (other than a Phase I Shared Special Charge and/or a Phase II Shared Special Charge) are disputed and such dispute has not been resolved on or before the mediation conferenced required by Sections 3(A) and 3(B), the Phase II Association shall pay to the Phase I Association the difference between the amount the Phase II Association owes the Phase I Association and the amount that the Phase I Association owes the Phase II Association, as illustrated in Exhibit "D" attached hereto and made a part hereof.

4. Default. In the event of a default by any party of any of its obligations hereunder, the non-defaulting party shall have all rights and remedies at law or in equity. In any action instituted to enforce this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses in connection therewith, including without limitation, the fees and disbursements of any attorneys, accountants, engineers, appraisers or other professionals engaged by the prevailing party, whether incurred before, at trial, on appeal, in bankruptcy or in post-judgment collection.

5. Interference or Obstruction. The Phase I Association, Phase II Association and Centex hereby knowingly and voluntarily agree that no party shall utilize and/or exercise the easements granted pursuant to this Agreement in a manner that would unreasonably interfere with the access, use, operation, construction, installation, placement, maintenance, building and/or development of Phase I and Phase II.

6. Miscellaneous.

A. Counterparts. This Agreement may be executed in any number of counterparts, each of which when taken together shall be deemed to be one and the same instrument.

B. Construction. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. The parties have or have had the opportunity to consult with their respective legal counsel. This Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

C. Notices. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the address set forth on page 1 hereof (or to such other address as either party shall hereafter specify to the other in writing).

D. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed in full force and effect.

E. Successors and Assigns. This Agreement shall be recorded in the Public Records of Manatee County, Florida. This Agreement shall be a covenant running with Phase I and Phase II, and the terms, conditions, duties, responsibilities and obligations contained herein shall inure to the benefit of and shall be binding upon the Phase I Association, Phase II Association, Centex and their respective successors and assigns. This Agreement shall be for an initial period to expire on the thirtieth (30th) anniversary of the date of recordation of this Agreement. Upon the expiration of the initial period, this Agreement shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Agreement being renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Agreement if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, all of the following parties consent in writing to terminate this Agreement, in whole or in part: (i) ninety percent (90%) the Owners in Phase I; (ii) ninety percent (90%) of the owners of platted lots in Phase II; (iii) Centex (provided that Centex owns any real property in Phase II); and (iv) a "developer" (as such term is defined in Section 720.301, Florida Statutes, as amended from time to time) of all or a portion of Phase II (provided that such "developer" owns any real property located in Phase II). The written consents to such termination shall be recorded in the Public Records of Manatee County, Florida.

F. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Florida and venue for any action related to, arising from and/or connected with this Agreement shall be in Manatee County, Florida.

G. No Joint Venture or Partnership. The parties hereto intend that the relationship created under this Agreement be solely that of contracting parties. Nothing herein is intended to create a joint venture or partnership relationship among the parties hereto.

H. Further Assurances. The parties hereto, for themselves and their successors and assigns, agree to execute any and all further instruments and documents and take all such action as may be reasonably required to effectuate the terms, provisions and intent of this Agreement.

7. Amendments.

A. Until Centex turns over control of the board of directors of the Phase II Association, Centex may amend this Agreement without the consent of any other individual or entity other than the Phase I Association. At such time as Centex turns over control of the board of directors of the Phase II Association, such board shall succeed to Centex's right to amend this Agreement, subject to the consent of the Phase I Association. Notwithstanding anything to the contrary contained in this Section 7(A), this Agreement shall not be amended without the prior written consent of all of the following parties: (i) Centex (provided that Centex owns any real property in Phase II); and (ii) a "developer" (as such term is

defined in Section 720.301, Florida Statutes, as amended from time to time) of all or a portion of Phase II (provided that such "developer" owns any real property located in Phase II).

B. This Agreement may be amended or terminated only by a written agreement recorded in the Public Records of Manatee County, Florida.

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Witnesses:

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada corporation, its Managing General Partner

Kimberly Howes
Witness Name: KIMBERLY HOWES

Chris Hasty
By: Chris Hasty
Its: Director-Land Development, South Florida Division

T. Stas
Witness Name: T. Stas

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 3RD day of MARCH, 2014 by Chris Hasty, as Director-Land Development, South Florida Division of Centex Real Estate Corporation, a Nevada corporation, the Managing General Partner of Centex Homes, a Nevada general partnership. He is personally known to me or has produced _____ as identification and did take an oath.

(SEAL)



Kimberly Howes
Notary Public
Name: _____
(Type or Print)
My Commission Expires: _____

Witnesses

CROSSING CREEK VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

(SEAL)

David Hayes
Witness Name: David Hayes
Witness Name: CRISTINA ZENITORA

By: *[Signature]*
Print Name: SHANNON WYNGARDEN
Its: President

STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 11th day of FEBRUARY, 2014, by SHANNON WYNGARDEN as President of Crossing Creek Village Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of such corporation. He/She is personally known to me or has produced _____ as identification and did take an oath.

(SEAL)

Cathy R. Damian
Notary Public
Name: CATHY R. DAMIAN
(Type or Print)
My Commission Expires: _____



Witnesses

RESERVE AT CROSSING CREEK VILLAGE
PHASE TWO PROPERTY OWNERS'
ASSOCIATION, INC., a Florida not-for-profit
corporation

(SEAL)

Walter Grassman
Witness Name: WALTER GRASSMAN
Steve Platke
Witness Name: STEVE PLATKE

By: Michael Woolery
Michael Woolery
Its: Vice President

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 10th day of MARCH, 2014,
by Michael Woolery, as Vice President of Reserve at Crossing Creek Village Phase Two Property Owners'
Association, Inc., a Florida not-for-profit corporation, on behalf of such corporation. He is () personally
known to me or has produced _____ as identification
and did take an oath.

(SEAL)



Heather Bossart
Notary Public
Name: Heather Bossart
(Type or Print)
My Commission Expires: 8/29/15

EXHIBIT "A"

All real property located in Crossing Creek Village Phase I, according to the plat thereof recorded in Plat Book 49, Page 40, Public Records of Manatee County, Florida.

EXHIBIT "B"

All real property located in Crossing Creek Village, Phase II, Subphase A, B & C, according to the plat thereof recorded in Plat Book 56, Page 1, Public Records of Manatee County, Florida.

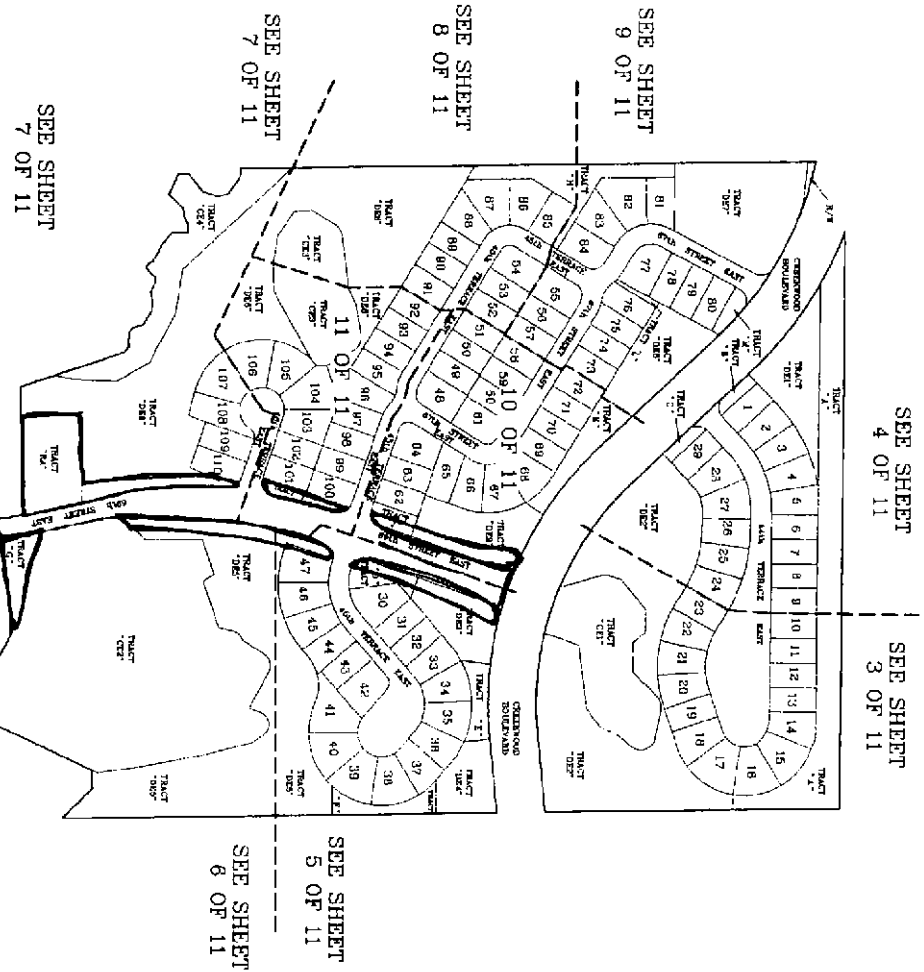
EXHIBIT " C " p. 2 of 3

KEY / IDENTIFICATION MAP

CROSSING CREEK VILLAGE PHASE I

A SUBDIVISION
SECTION 11, TOWNSHIP 35 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

PLAT BOOK 49 PAGE 41
SHEET 2 OF 11



Landscaping Areas include medians on 69th St. East

ZOLLER, NALLAR & SHROYER, L.C.
ENGINEERS, PLANNERS, SURVEYORS
LANDSCAPE ARCHITECTS & ENVIRONMENTAL CONSULTANTS
201 - 5th AVENUE, SUITE 1450, BRADENTON, FLORIDA 34208

EXHIBIT " D "

RESERVE AT CROSSING CREEK - COST SHARE CALCULATION

HOA APPROVED BUDGET / CONTRACT AMOUNT	Approved Budget and/or Contract Amounts	Estimated % of Budget / Contract to cover shared areas	Estimate Cost Share
Ph. 1 - Lawn Service (entire Ph. 1)	\$ 54,600.00	20%	\$ 10,920.00
Ph. 1 - Irrigation (entire Ph. 1)	\$ 6,500.00	20%	\$ 1,300.00
Ph. 1 - Mulch (entire Ph. 1)	\$ 3,000.00	20%	\$ 600.00
Ph. 1 - Tree Trimming (entire Ph. 1)	\$ 2,000.00	20%	\$ 400.00
Ph. 1 - Entry Landscape (entire Ph. 1)	\$ 2,700.00	33.33%	\$ 899.91
Ph. 1 - Pressure Washing (entire Ph. 1)	\$ 2,000.00	20%	\$ 400.00
Ph. 1 - Street Lights (entire Ph. 1)	\$ 4,400.00	22%	\$ 968.00
Ph. 1 - Playground Reserves	\$ 2,797.00	100%	\$ 2,797.00
Ph. 1 - Entry Reserves (entire Ph. 1)	\$ 2,319.00	33.33%	\$ 772.92
Credit - Ph 2 Playfield Maintenance		-100%	\$ -
TOTAL \$			19,057.83
Phase 2 Share of Phase 1 (44.5%)			8,480.71

- Notes:
- 1) Landscape, Irrigation, Mulch, Tree Trimming, Pressure washing - It is agreed that the shared areas in Phase 1 (playground and 69th Street) are approximately 20% of the total Phase 1 maintained area
 - 2) Entry - There is one entry on 69th Street out of 3 entries total in Phase 1 = 1/3 or 33.33%.
 - 3) Street Lights - There are 5 lights on 69th Street out of 23 lights total in Phase 1 = 5/23 = 22%
 - 4) Reserves - From approved Phase 1 HOA reserve budget
 - 5) Phase 2 Playground - Once Phase 2 Playground is open for use, a credit will be applied for cost of maintenance.
 - 6) Phase 2 Share = 88 homes in Phase 2, 110 homes in Phase 1, 198 homes total, therefor Phase 2 share = 88/198 = 44.5%