

Prepared By and Return To:
Sharon M. Zuccaro, Esq.
Henderson Franklin Starnes & Holt, P.A.
3451 Bonita Bay Boulevard, Suite 206
Bonita Springs, FL 34135

**Amended and Restated
Reciprocal Easement and Maintenance
Agreement**

THIS AMENDED AND RESTATED RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 24th day of MARCH, 2010, by and between ISLE VERDE NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation, whose address is 6983 Bridgestone Court, Naples, Florida 34108 (hereinafter referred to as "Isle Verde Association") and POINTE VERDE AT PELICAN BAY NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation, whose address is 6983 Bridgestone Court, Naples, Florida 34108 (hereinafter referred to as "Pointe Verde Association" or "Association").

WITNESSETH:

WHEREAS, On March 29, 1993, Isle Verde Association and Pointe Verde Association executed that certain Reciprocal Easement and Maintenance Agreement, which was recorded in Official Records Book 1816, Page 235, Public Records of Collier County, Florida ("Original Reciprocal Easement Agreement").

WHEREAS, Isle Verde Association and Pointe Verde Association desire to amend and restate the Original Reciprocal Easement Agreement.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Isle Verde Association and the Pointe Verde Association, agree, for themselves, their successors and assigns, that the Original Reciprocal Easement Agreement is hereby amended and restated, replaced and superseded in its entirety and the following Amended and Restated Reciprocal Easement Agreement is substituted in its place as follows:

1. RECIPROCAL EASEMENT:

(a) Isle Verde and Pointe Verde are contiguous residential communities in Pelican Bay, Collier County, Florida and each own, through the Isle Verde Association and Pointe Verde Association respectively, a common entry way with landscaping, a

gatehouse, utilities and other common infrastructure and amenities as depicted in the sketch attached hereto (hereinafter referred to as the "Easement Parcel"); and

(b) Each association wishes to hereby grant to the other a reciprocal easement to the Easement Parcel and agreed upon the shared cost of operating and maintaining the property.

(c) The Isle Verde Association does hereby grant, give and convey to the Pointe Verde Association, its successors and assigns, a perpetual nonexclusive easement for the purposes of ingress and egress upon, over and across the Easement Parcel and to accommodate the maintenance and operating responsibilities of the Association with respect to the gatehouse, gatekeeper, landscaping, utilities, and other common infrastructure and amenities within the Easement Parcel as set forth below.

(d) The Pointe Verde Association does hereby grant, give and convey to the Pointe Verde Association, its successors and assigns, a perpetual nonexclusive easement for the purposes of ingress and egress upon, over and across the Easement Parcel and to accommodate the maintenance and operating responsibilities of the Association with respect to the gatehouse, gatekeeper, landscaping, utilities, and other common infrastructure and amenities within the Easement Parcel as set forth below.

2. **ADMINISTRATORS; BUDGET:** Each Association shall appoint its President to represent his or her respective Association in connection with the administration of this Agreement (the "Administrator"). Each Association shall promptly notify the other of any change of its Administrator. The Administrators agree to meet during the first week in December of each year, or other such times as the Administrators shall deem necessary, to establish a budget for the maintenance of landscaping, utilities, gatehouse and other common infrastructure and amenities located in the Easement Parcel, for the cost of maintaining a gatekeeper and operating the gatehouse for the forthcoming year and for such other business as may be required pursuant to this Agreement. The budget shall set forth a reasonably detailed description of the maintenance and operation to be undertaken during the budget year, a schedule of when such maintenance shall be performed and an estimate of cost for each item. The budget may also include an allocation for reserves as deemed necessary. The Administrators shall be responsible for entering into contracts and to establish bank accounts and deposit and disburse funds therefrom in order to cause the services and maintenance specified in the budget to be performed and paying such contractors pursuant to the budget.

3. **COST ALLOCATIONS; PAYMENT:** All costs shall be shared by the Associations, based upon the number of residences in each community, in accordance with the following percentage ("Percentage Share"):

Pointe Verde Association - [13 Residences] - 26.53% of cost

Isle Verde Association - [36 Residences] - 73.47% of cost

Each Association shall pay its Percentage Share of the budget to the Administrators in four equal payments by the 15th day of January, April, July and October of the budget year.

4. **REPAIRS:** In the event of damage to the Easement Parcel caused by agents, employees, contractors, or invitees of the Isle Verde Association or the Pointe Verde Association, the responsible Association shall immediately repair such damage, at such Association's sole cost and expense. All such repairs shall be carried out and completed in a good, workmanlike manner in accordance with all laws, rules and regulations in effect and shall keep the work area reasonably free of dirt and debris resulting therefrom.

5. **MAINTENANCE:** The Associations shall maintain the landscaping and gatehouse in a first class condition with appropriate irrigation and fertilization necessary to insure such condition.

6. **RULES AND REGULATIONS:** The Associations may adopt and enforce rules and regulations governing the operation, use, maintenance and repair of the gatehouse, landscaping, utilities, and other common area infrastructure and amenities located in the Easement Parcel. Such rules and regulations may be supplemented, deleted or modified from time to time at the discretion of the Associations.

7. **RISK OF LOSS:** Except as otherwise stated in this Agreement or loss due to the negligence or intentional misconduct of either Association, its employees or agents, each Association shall assume its Percentage Share of any claim, damage, cost or expense, including reasonable attorney's fees, which may arise from activities within the Easement Parcel that have resulted in damage to person or property.

8. **DEFAULTS; REMEDIES:** In the event either Association fails to fulfill its obligations under this Agreement and such default continues for a period of twenty (20) days following written notice thereof from the other party, then the non-defaulting party may exercise any available legal or equitable remedy and, in addition, shall have the right, but not the obligation, to remedy the default, including the advancement of funds for maintenance and repairs, and thereafter demand from the defaulting party immediate reimbursement by the defaulting party. In the event either Association shall commence any legal or equitable action, including any appeals or matters involving bankruptcy court, in order to remedy a default or enforce this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

9. **BINDING EFFECT:** This Agreement shall be binding upon all parties hereto, their successors and assigns, and all of those holding title under them.

10. **CONSTRUCTION:** This Agreement contains the entire Agreement between the parties and shall not be modified in any way except pursuant to a written agreement signed by the parties hereto and recorded among the Public Records of Collier County, Florida. It is not intended, nor shall it be construed, that any easement rights for ingress and egress granted among the parties hereto create rights for the

benefit of the public in general to utilize the Easement Parcel. All of the aforesaid easement rights shall run with the respective Parcels and be solely for the benefit of members, guests, employees, and agents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date hereinabove first written.

Signed, sealed and delivered in the presence of:

Mercedes Padin
 Witness Signature
 Print Name: Mercedes Padin

Yolanda Vasquez
 Witness Signature
 Print Name: Yolanda Vasquez

POINTE VERDE AT PELICAN BAY
 NEIGHBORHOOD ASSOCIATION, INC.,
 a Florida not-for-profit corporation

By: Johann T. Hess
 Johann T. Hess, President

Deanna Kruett
 Witness Signature
 Print Name: Deanna Kruett

Billie Jo Moore
 Witness Signature
 Print Name: Billie Jo Moore

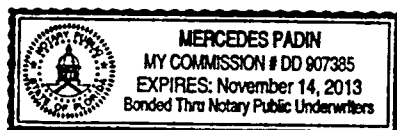
ISLE VERDE NEIGHBORHOOD
 ASSOCIATION, INC.,
 a Florida not-for-profit corporation

By: Candyce B. Warnick
 Candyce B. Warnick, President

State of Florida
 County of Collier

The foregoing instrument was acknowledged before me this 24th day of March, 2010 by Johann T. Hess, President of the Pointe Verde At Pelican Bay Neighborhood Association, a not-for-profit corporation, organized under the laws of the State of Florida, on behalf of the corporation. He [☒] is personally known to me or [] has produced _____ as identification.

[SEAL]

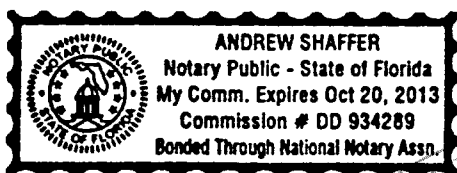


Mercedes Padin
 Notary Signature
 Printed Name: Mercedes Padin
 My Commission Expires: November 14, 2013

State of Florida
County of Collier

The foregoing instrument was acknowledged before me this 29 day of March, 2010 by Candycé B. Warnick, President of the Isle Verde Neighborhood Association, a not-for-profit corporation, organized under the laws of the State of Florida, on behalf of the corporation. He [] is personally known to me or [] has produced FL DL as identification.

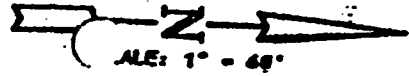
[SEAL]



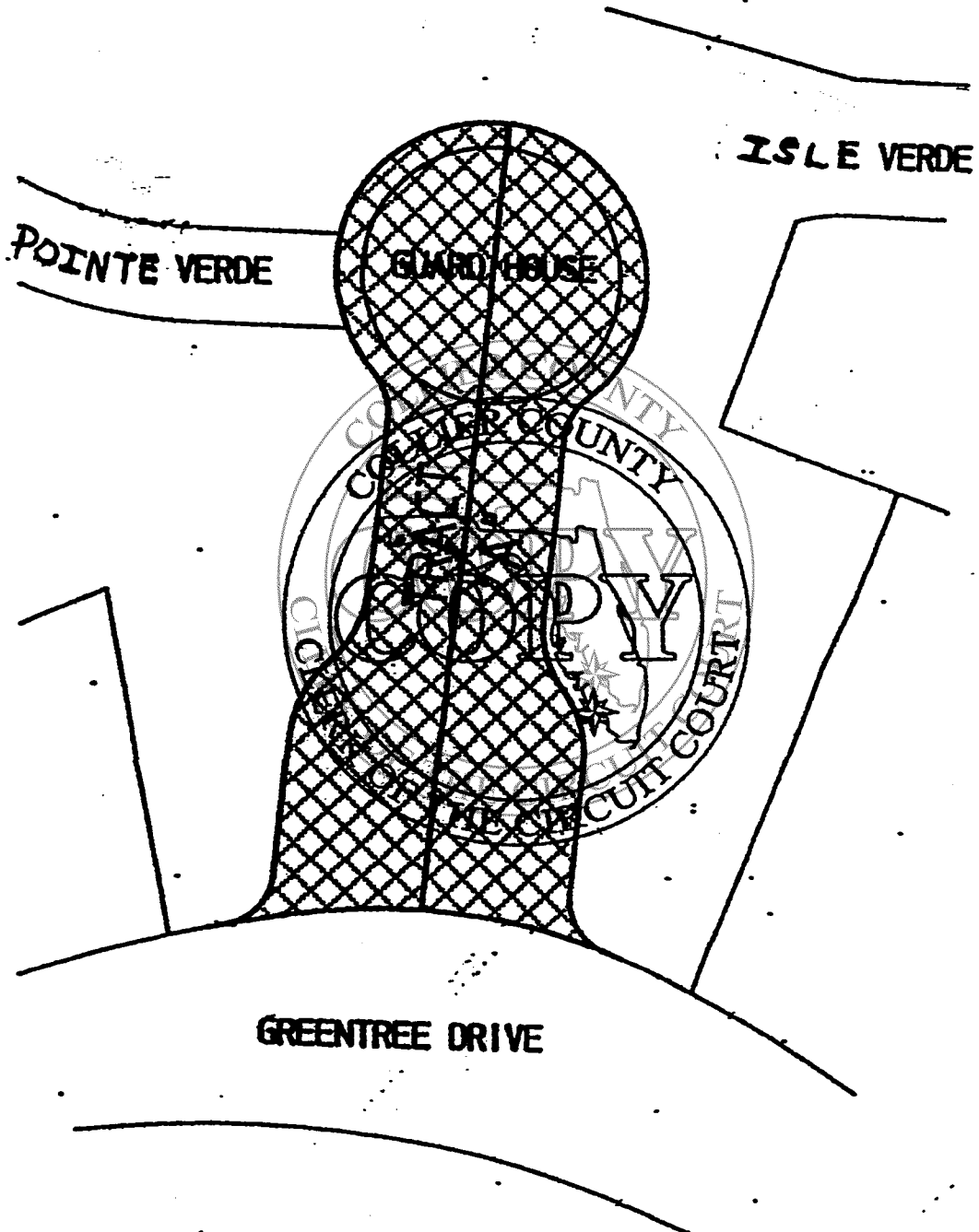
Notary Signature [Signature]
Printed Name: Andrew Shaffer
My Commission Expires: 10-20-13



Exhibit "A"



**DESCRIPTION OF
EASEMENT PARCEL**



LEGAL DESCRIPTION:
Tract "A", according to the plat of
Pelican Bay Unit Twelve, as recorded
in Plat Book 17, Pages 83-87, public
records of Collier County, Florida.

Surveyed and verified
to official records of
Collier County, Florida
Surveyor J. S. Smith, L.L.M.

02/11/93