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PREPARED BY AND RETURN TO:

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-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

RECIPROCAL EASEMENT AND COST SHARING AGREEMENT

THIS RECIPROCAL EASEMENT AND COST SHARING AGREEMENT (this "**Agreement**"), is effective as of the 1st day of July, 2015 (the "**Effective Date**"), by and between HAWKS POINT HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (the "**Hawks Point Association**") and HAWKS POINT WEST HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit (the "**Hawks Point West Association**"). The Hawks Point Association and the Hawks Point West Association shall sometimes be referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. The Parties entered into that certain Easement and Shared Use Agreement dated as of October 24, 2014, and recorded in O.R. Book 22878, Page 564, of the Public Records of Hillsborough County, Florida (the "**Prior Shared Use Agreement**"). The Parties desire to amend and restate the Prior Shared Use Agreement so that the Prior Shared Use Agreement is null, void and of no further force or effect, and restated and replaced in its entirety with this Agreement.

B. Pursuant to the Declaration of Covenants, Conditions and Restrictions for Hawks Point, recorded in O.R. Book 17871, Page 1202, of the Public Records of Hillsborough County, Florida, as amended (the "**Hawks Point Declaration**"), the Hawks Point Association is solely responsible for the operation, maintenance and repair of the facilities and improvements located within the within the "Community," as defined in the Hawks Point Declaration (the "**Hawks Point Community**").

C. Pursuant to the Declaration of Covenants, Conditions and Restrictions for the Townhomes at Hawks Point, recorded in O.R. Book 18142, Page 1155, of the Public Records of Hillsborough County, Florida, as amended (the "**Hawks Point West Declaration**"), the Hawks Point West Association is solely responsible for the operation, maintenance and repair of the facilities and improvements located within the "Community," as defined in the Hawks Point West Declaration (the "**Hawks Point West Community**").

D. Pursuant to Section 7.7 of the Hawks Point Declaration and Section 7.7 of the Hawks Point West Declaration, the Parties are authorized to enter into this Agreement

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and the Members (as defined in the Hawks Point Declaration and Hawks Point West Declaration, respectively) shall be bound by the terms herein.

E. Subject to the terms of this Agreement, the Parties desire to provide for certain easements in connection with the use rights granted herein, specifically including the right to use certain facilities, improvements and other infrastructure that comprise the Hawks Point Facilities (as defined herein) and the Hawks Point West Facilities (as defined herein), including without limitation, recreational facilities, entry features, roadways, parking areas, sidewalks, utilities, and landscape areas (collectively, the "**Shared Facilities**").

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual covenants and promises as hereinafter expressed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. **Recitals**. The Parties agree and acknowledge the above recitals are true and correct and are incorporated herein by this reference.

2. **Grant and Reservation of Easements**.

A. The Hawks Point Association grants to the Hawks Point West Association, and to the Members of the Hawks Point West Association, their successors in title, and each of their guests, tenants and invitees, a perpetual, non-exclusive easement for access, use and enjoyment of the roadways, pool, clubhouse, entry features (including entry gates), landscape areas, and certain utilities located within the Hawks Point Community (the "**Hawks Point Facilities**"). Such easement includes the right of ingress and egress over the Hawks Point Community to the extent necessary for the use and enjoyment of the Hawks Point Facilities. This easement includes the right to park unattended vehicles in those areas designated as parking areas by the Hawks Point Association. Any use of the Hawks Point Facilities must be in compliance with the Hawks Point Declaration and reasonable Rules and Regulations adopted by the Hawks Point Association.

B. The Hawks Point West Association grants to the Hawks Point Association, and to the Members of the Hawks Point Association, their successors in title, and each of their guests, tenants and invitees, a perpetual, non-exclusive easement for access, use and enjoyment of the roadways, pool, cabana, entry features (including entry gates), landscape areas, and certain utilities located within the Hawks Point West Community (the "**Hawks Point West Facilities**"). Such easement includes the right of ingress and egress over the Hawks Point West Community to the extent necessary for the use and enjoyment of the Hawks Point West Facilities. This easement includes the right to park unattended vehicles in those areas designated as parking areas by the Hawks Point West Association. Any use of the Hawks Point West Facilities must be in compliance with the Hawks Point West Declaration and reasonable Rules and Regulations adopted by the Hawks Point West Association.

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3. Administration of Shared Maintenance Costs.

A. Maintenance Obligation. Subject to the terms of this Agreement, maintenance of the Hawks Point Facilities shall be exclusively the responsibility of the Hawks Point Association. Subject to the terms of this Agreement, maintenance of the Hawks Point West Facilities shall be exclusively the responsibility of the Hawks Point West Association. Each Party shall maintain their respective Shared Facilities in a good and operable condition and in accordance with all laws, statutes, ordinances, and regulations of all governmental authorities having jurisdiction.

B. Allocation. The Hawks Point Association shall be responsible, as a common expense of the Hawks Point Association, for 426/823^{rds} of the Hawks Point West Shared Facilities Costs (as defined herein). The Hawks Point West Association shall be responsible, as a common expense of the Hawks Point West Association, for 397/823^{rds} of the Hawks Point Shared Facilities Costs (as defined herein). Each Party's allocation is referred to herein as a "**Share.**"

C. Shared Facilities Costs; Dues Dates/Collection.

(i) For so long as this Agreement is in effect, the costs for Shared Facilities within the Hawks Point Community shall be specifically limited to those items in the Hawks Point Association's annual budget identified under the section labeled as "Shared Facility Expenses" (the "**HP Shared Facilities Costs**"). For so long as this Agreement is in effect, the costs for Shared Facilities within the Hawks Point West Community shall be specifically limited to those items in the Hawks Point West Association's annual budget identified under the section labeled as "Shared Facility Expenses" (the "**HPW Shared Facilities Costs**"). Additional line items expenses may be added to the "Shared Facility Expenses" of a Party's budget only with the prior written consent of the other Party.

(ii) SMC Budget. The Parties hereby approve the HPW Shared Facilities Costs and the HP Shared Facilities Costs for the remainder of the 2015 fiscal year. Annually each Party shall deliver to the other Party, by August 15th of each calendar year, an annual budget which shall include the "Shared Facilities Expenses" in each respective Party's annual budget. Each Party shall approve or disapprove of the proposed "Shared Facilities Expenses" in the other Party's annual budget by providing written comments, proposed revisions or written disapprovals on or before August 30th of the applicable year. After changes requested by the other Party have been made to a Party's annual budget, the "Shared Facilities Expenses" in such Party's annual budget shall be approved in writing by both Parties. The "Shared Facilities Expenses" provided in each respective Party's annual budget shall be approved in writing by both Parties on or before December 15th of each calendar year. In the event the "Shared Facilities Expenses" in a Party's annual budget are not agreed to by both Parties, the "Shared Facilities Expenses" for the previous year shall then go into effect for the current year plus a total increase of up to five percent (5%).

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(iii) Each Party shall invoice the other Party an amount equal to 1/12th of the other Party's Share by the fifth (5th) day of each month during the applicable fiscal year. Upon the receipt of such invoice, the receiving Party shall pay the other Party an amount equal to 1/12th of its Share by the fifteenth (15th) day of each month during the applicable fiscal year. If such payment is not made when due, and such failure continues for a period of ten (10) days after delivery of notice of such failure to pay, each Party shall have the rights and remedies set forth herein, at law and/or in equity in connection with such failure to pay.

D. Self Help. If either Party shall default in the performance of any of its maintenance or repair obligations hereunder, then the other Party shall have the right to perform the applicable maintenance or repair obligation on behalf of the defaulting Party; provided however, the non-defaulting Party shall have the right to cure any event of default under this Agreement within fifteen (15) days following receipt by the defaulting Party of written notice specifying with particularity such event of default. In the event of the defaulting Party's default and election not to cure, the defaulting Party shall promptly reimburse the non-defaulting Party all costs and expenses incurred in performing such maintenance or repair on behalf of the defaulting Party (less any portion thereof for which the non-defaulting Party would have otherwise been responsible as provided herein), within fifteen (15) days after receipt by the defaulting Party of an invoice for same.

4. Enforcement. In the event of any violation or threatened violation by either Party of any of the terms, covenants and conditions of this Agreement, the other Party shall have the right, but not the obligation, to enjoin such violation or threatened violation in a court of competent jurisdiction in Hillsborough County, Florida. The right of injunction shall be in addition to any and all other remedies under statute, at law or in equity or under this Agreement, including, without limitation, specific performance of this Agreement.

5. Attorney's Fees. The prevailing Party in any litigation involving this Agreement shall be entitled to recover from the non-prevailing Party all attorneys' fees, paralegal fees and costs incurred in connection with such litigation, including all costs of appeal or otherwise, including reasonable attorneys' fees and paralegal fees in the enforcement of this Agreement.

6. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the property described herein to the general public or for general public purposes whatsoever, it being the intention that this Agreement shall be strictly limited to and for the purposes herein expressed.

7. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the Hawks Point Association and the Hawks Point West Association, the Members of the Hawks Point Association and the Hawks Point West Association and each of their successors in title, and each of their guests, tenants and invitees, and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

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8. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Agreement and the application of such terms or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

9. Covenants Running With the Land. The provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Agreement shall be binding upon the Hawks Point Association and Hawks Point West Association, the Members of the Hawks Point Association and Hawks Point West Association and each of their successors in title, and each of their guests, tenants and invitees. All of the provisions of this Agreement shall constitute covenants running with the land pursuant to Florida law. The easements granted herein are non-exclusive.

10. Use of Easement Area. The easements referenced herein shall be used in compliance with all applicable federal, state, and local governmental statutes, laws, rules, regulations, and ordinances, and each Party entitled to use the easements shall refrain from exercising any rights or obligations granted to such Party hereunder or in any amendment hereto in such a way as to impair or impede the use of any of such easements and/or easement areas described herein by any other Party entitled to the use of same, or to unreasonably interfere with the conduct of business on any portion of the property described herein. The easements referenced herein and all rights granted pursuant to this Agreement shall be exercised at all times in a reasonable manner and without undue interference with the use and occupancy of the property described herein. If the grantee of any easement rights pursuant to this Agreement, or the agents, employees, contractors, customers or invitees of any such grantee disrupts or interferes with the use of the easements and rights granted to any other person or entity entitled to use the easements set forth herein, such grantee shall immediately cease or cause the cessation of the same.

11. Binding Effect; Entire Agreement; Modification. This Agreement shall run with and bind the land and shall inure to the benefit of and be enforceable by the Hawks Point Association and the Hawks Point West Association and their respective legal successors and assigns, for a term of twenty-five (25) years from the date this Agreement is recorded in the Public Records of Hillsborough County, Florida, after which time this Agreement shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty five (25) year period, or each successive ten (10) year period, an instrument signed by the Hawks Point Association and the Hawks Point West Association has been recorded in the Public Records of Hillsborough County, Florida. This Agreement constitutes the entire agreement with respect to the subject matter hereof

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12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue with respect to any litigation shall be Hillsborough County, Florida.

13. No Waiver. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

[Signatures on the Following Page]

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IN WITNESS WHEREOF, the undersigned being the Hawks Point Association, has caused this Agreement to be executed by its duly authorized officers and affixed its corporate seal.

WITNESSES:

"HAWKS POINT ASSOCIATION"

HAWKS POINT HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

Theresa E. Stephens
Print Name: Theresa E. Stephens

Ben Gainer
Print Name: Ben GAINER

By: [Signature]
Name: Brady Lefere
Title: President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1st day of July, 2015, by Brady Lefere, as President of HAWKS POINT HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the Association. Said person (check one) is personally known to me or produced _____ as identification.



Carol McGrath
Print Name: Carol McGrath
Notary Public, State of Florida
Commission No.: EE 855066
My Commission Expires: Feb. 12, 2017

[Signatures Continue on Following Page]

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IN WITNESS WHEREOF, the undersigned being the Hawks Point West Association, has caused this Agreement to be executed by its duly authorized officers and affixed its corporate seal.

WITNESSES:

"HAWKS POINT WEST ASSOCIATION"

HAWKS POINT WEST HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit

Theresa E Stephens
Print Name: Theresa E. Stephens

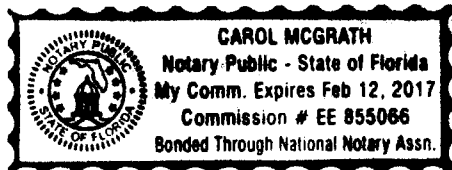
Ben Gainer
Print Name: Ben Gainer

By: [Signature]
Name: Brady Lefere
Title: President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1st day of July, 2015 by Brady Lefere, as President of HAWKS POINT WEST HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. Said person (check one) is personally known to me or produced _____ as identification.



Carol McGrath
Print Name: Carol McGrath
Notary Public, State of Florida
Commission No.: EE 855066
My Commission Expires: Feb 12, 2017