This Instrument Prepared by: and after recording return to:

John L. Farquhar, Esq.
Greenspoon Marder, P.A.
5150 North Tamiami Trail
Suite 502
Naples, Florida 34103

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LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is made this 26 day of February, 2018 by and among BRAMBLE POINTE AT TWINEAGLES RESIDENTS' ASSOCIATION, INC., a Florida corporation not-for-profit ("Neighborhood Association") and TWINEAGLES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit ("HOA").

WITNESSETH:

WHEREAS, the HOA and Neighborhood Association are desirous of entering into this Agreement to provide that the Neighborhood Association shall be responsible for the maintenance, repair and replacement of the landscaping and irrigation installed within the cul-de-sacs at the end of Bramble Court and Carradale Court within the Bramble Pointe Neighborhood ("Neighborhood") even if such areas are owned by the HOA; and

WHEREAS, the parties hereto mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of the Neighborhood Association.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The parties hereby represent and warrant that the above recitals are accurate and correct and hereby incorporate them in this Agreement.

2. The Neighborhood Association shall be responsible for the maintenance, repair and replacement of the landscaping and irrigation installed within the cul-de-sacs at the end of Bramble Court and Carradale Court within the Neighborhood consistent with the Community-Wide Standard. The Neighborhood Association shall be responsible to maintain, which means the proper watering and proper fertilization of all plants and keeping them as free as practicable from disease and harmful insects; to properly mulch the plant beds, to keep the premises free of weeds; to mow and/or cut the grass to a proper height; to properly prune all plants which includes (1) removing dead or diseased parts of plants, or (2) pruning such parts thereof which present a visual hazard for those using the roadway. To maintain also means removing or replacing dead or diseased plants in their entirety, or removing or replacing those that fall below

original project standards. All plants removed for whatever reason shall be replaced by plants of the same grade, not necessarily the same plant but of acceptable quality to the HOA and of a size comparable to those existing at the time of replacement. To maintain also means to keep litter removed from the landscaped areas within the cul-de-sacs at the end of Bramble Court and Carradale Court. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, grass, or shrubs.

3. If at any time after the execution of this Agreement, it shall come to the attention of the HOA that the landscaping and/or irrigation are not properly maintained pursuant to the terms and conditions of this Agreement then the HOA may at its option issue a written notice that a deficiency or deficiencies exist, by sending a certified letter to the Neighborhood Association. Thereafter, the Neighborhood Association shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the HOA may at its option, proceed to maintain the landscaping and/or irrigation or part thereof, and assess the costs and expenses incurred against the Lots in the Neighborhood as a Neighborhood Assessment.

4. The HOA hereby grants an easement to the Neighborhood Association to perform its obligations on the portion of the Neighborhood owned by the HOA.

5. This Agreement shall constitute the entire Agreement of the parties with respect to the subject matter of it. All prior understandings and agreements between the parties with respect to such matters are merged into this Agreement, which alone fully and completely expresses their understanding.

6. This Agreement may not be assigned or transferred, in whole or part, without the written consent of both parties to this Agreement.

7. This Agreement shall be binding on the parties hereto, their respective heirs, successors, legal representatives, and permitted assigns and shall be recorded in the Public Records of Collier County and shall run with the title to the Property.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida with venue in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf this 26 day of February, 2018.

BRAMBLE POINTE AT TWINEAGLES RESIDENTS' ASSOCIATION, INC.,
a Florida corporation not-for-profit

Signature
Printed Name

By: _____
DONALD JARMUSZ, President

Signature
HARRY PARKS
Printed Name

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by DONALD JARMUSZ, as President of BRAMBLE POINTE AT TWINEAGLES RESIDENTS' ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this day of February 26, 2018.

My Commission Expires:

KENNETH E BLOOM
MY COMMISSION # GG006349
EXPIRES July 27, 2020
(407) 398-0153 FloridaNotaryService.com

Notary Public
Kenneth E. Bloom
Typed, printed or stamped name of Notary Public

TWINEAGLES HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

Signature
Andy Hjartnes
Printed Name

Signature
CONNIE HUDKINS
Printed Name

By: _____
ANTHONY P. SOLOMON, President

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by ANTHONY P. SOLOMON, the President of TWINEAGLES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of MAY, 2018.

My Commission Expires:

PHYLLIS M. BRITTON
Commission # FF 945736
Expires: April 7, 2020

Notary Public
Phyllis M Britton
Typed, printed or stamped name of Notary Public