

AGREEMENT

This Agreement ("Agreement") is by and between Herons Glen Homeowners' Association, Inc., a Florida not-for-profit corporation ("HG HOA"), Herons Glen Recreation District ("Rec. District") and Taylor Woodrow Communities at Herons Glen, L.L.C., a Florida limited liability company ("TW") and is dated this 17th day of October, 2007.

WHEREAS, TW is developing a residential community named Magnolia Landing on certain real property located in Lee County, Florida ("Magnolia Landing"); and

WHEREAS, Magnolia Landing is located immediately to the south and east of an existing community named Herons Glen; and

WHEREAS, Herons Glen is controlled and managed in part by the HG HOA and the Rec. District; and

WHEREAS, pursuant to the plat for Herons Glen Unit Five as recorded in Plat Book 74, Pages 82 through 84, Public Records of Lee County, Florida ("Plat"), certain roadways identified as Tracts K and L on the Plat ("Tracts K and L") were dedicated to the HG HOA; and

WHEREAS, Tracts K and L are a portion of Pawtucket Boulevard the main entry road for Magnolia Landing; and

WHEREAS, in addition to Tracts K and L, that certain land consisting of the intersection of Dennisport Lane and Pawtucket Boulevard as graphically depicted on the Plat and which land is more particularly described on the attached Exhibit "A" incorporated herein by reference ("Intersection Parcel") is desired by TW to permit the Intersection Parcel to be maintained as part of Pawtucket Boulevard; and

WHEREAS, in exchange for HG HOA's conveyance to TW of Tracts K and L and the Intersection Parcel, TW has agreed to make certain improvements and perform certain actions which would benefit the HG HOA and Rec. District as more particularly described herein.

NOW THEREFORE, in consideration of the sum TEN DOLLARS (\$10.00), the exchange of mutual promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. HG HOA Conveyances. Within fifteen (15) days from the effective date of this Agreement, HG HOA shall convey to TW or its designee via quit claim deed Tracts K and L and the Intersection Parcel. The conveyance will also include Tracts D, E, F & G ("Landscape Parcels"). In turn, TW shall concurrently therewith record easements in favor HG HOA for access, utility and drainage purposes over Tracts K and L and the Intersection Parcel. The form and content of the quit claim deed and easement are attached hereto as Exhibit "B" and Exhibit "C", respectively, and are incorporated herein by reference.

HG HOA hereby represents and warrants to TW that it has the full power and

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("Amendment") is by and between Herons Glen Homeowners' Association, Inc., a Florida not-for-profit corporation ("HG HOA"), Herons Glen Recreation District ("Rec. District") and Taylor Woodrow Communities at Herons Glen, L.L.C., a Florida limited liability company ("TW") and is dated this 17th day of October, 2007.

WHEREAS, concurrently with the execution hereof, HG HOA, Rec. District and TW have executed an Agreement ("Agreement") with respect to certain development and other matters pertaining to Herons Glen and Magnolia Landing as defined the Agreement; and

WHEREAS, the parties wish to amend the Agreement in accordance with the terms hereof.

NOW THEREFORE, in consideration of the sum TEN DOLLARS (\$10.00), the exchange of mutual promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Cul De Sac Lots. Concurrently with the execution of the Agreement and this Amendment, TW has executed letters of intent (LOI's) with five non-TW owners of the Cul de sac properties as defined in Section 3 of the Agreement. Pursuant to those LOI's, TW will acquire title to the five lots in question thereby making TW the sole owner of Lots 743-751 within the Cul de sac as described in Section 3 of the Agreement.

Accordingly, Section 3 of the Agreement is hereby modified so that, once constructed and installed and once TW has acquired title to the Cul de sac lots, TW will control the Barrier Gate and will have no obligations to provide transponders to any lot owners within the Cul de sac. In addition, the HG HOA and Rec. District will not be provided transponders; however, TW will provide two transponders to security personnel designated by the HG HOA and Rec. District. TW will maintain the Barrier Gate.

3. Boundaries of Herons Glen and Magnolia Landing. Notwithstanding anything contained within the Agreement to the contrary, once TW has acquired all of the lots within the Cul de sac, HG HOA and the Rec. District will modify their boundaries to exclude Lots 743-751 so that the entire Cul de sac will be situated within the boundaries of Magnolia Landing and be removed from the HG HOA and Rec. District. HG HOA and the Rec District shall execute such appropriate releases to effectuate the foregoing. It is the intent of the parties that once the Cul de sac properties are obtained by TW, the Cul de sac properties shall be free from all restrictive covenants, restrictions, assessment obligations, and any and all obligations of any nature whatsoever associated with Herons Glen and the Rec. District. Upon TW's acquisition of the Cul de sac lots, neither the HG HOA nor the Rec. District shall have any jurisdiction or authority over the Cul de sac lots. As a condition to such release, TW shall pay to the Rec. District the outstanding Rec. District bond balance for the lots comprising the Cul de sac. As of the date

authority to execute the quit claim deed in favor of TW as more particularly set forth in this Section 2.

3. Barrier Gate. At its own expense, and subject to governmental permitting, TW shall install a security gate across Dennisport Lane just to the north of its northern intersection with Pawtucket Boulevard ("Barrier Gate"). TW shall create plans for the Barrier Gate and submit the same to HG HOA for its review and approval which approval will not be unreasonably delayed, conditioned or withheld. All obligations of HG HOA and Rec. District set forth in this Section 3 are conditioned upon such review and approval. TW will, at its own expense, cause the gate to be installed in a reasonably prompt fashion upon receiving all governmental approvals for the same. TW will use its best efforts to see that the gate will be permitted, installed and operating not more than seven months from the date of this agreement. HG HOA shall execute such application documents as may be necessary in connection with the procurement of all permits applicable to the Barrier Gate. After the Barrier Gate is installed, the HG HOA shall be responsible for the operation, repair and maintenance of the gate. In no event shall TW have any obligation to construct a median or other barrier improvements within Pawtucket Boulevard or elsewhere, except that TW will, as soon as reasonably possible, create a marked golf cart crossing path with appropriate signage to benefit Herons Glen owners on the cul de sac of Dennisport Lane, South of Pawtucket Boulevard ("Cul de sac"), who must cross Pawtucket Boulevard to access the remainder of Herons Glen. In addition in the event the Barrier Gate is installed, TW shall incur the expense of procuring and issuing three transponders for each of Lots 743-75 1, Herons Glen Unit Five, according to the Plat ("Lots 743-751"). The transponders will provide each of the owners of Lots 743-751 with vehicular and golf cart access to Dennisport Lane. Lots 743-751 shall remain subject to and a part of the HG HOA and shall not be a part of Magnolia Landing. The owners of Lots 743-751 (but no other residents within Herons Glen) may also enter and access their properties through the main gate of Magnolia Landing. In addition, TW shall allow waste collection, mail service, Federal Express service and other services and deliveries to the owners of Lots 743-751 to take place through the main gate of Magnolia Landing. The Barrier Gate will also be instrumented to allow emergency ingress and egress to service both the Herons Glen community and the Magnolia Landing community. TW will provide a reasonable number of transponders to the HG HOA for maintenance and security staff personnel

To the extent local governmental authorities fail to issue permits for the Barrier Gate despite TW's reasonable diligence in attempting to procure the same, none of the parties to this agreement shall have any continuing or further obligations hereunder. In such event, however, the parties agree that all real property conveyances contemplated herein, shall still be accomplished, if they have not by then already been accomplished, and that such conveyances shall be deemed final and binding upon all parties hereto as if this agreement had been otherwise fully performed. In addition, the provisions of Sections 7, 8 and 9 below shall remain in full force and effect. In the event the applicable governmental authorities fail to permit the Barrier Gate, TW shall install, at its own expense, directional signs on Pawtucket Boulevard and/or within the Landscape Parcels described in Section 2 above to limit traffic from leaving Magnolia Landing and accessing Herons Glen through Dennisport Lane.

TW shall be precluded from extending Dennisport Lane beyond the existing southern-most cul-de-sac.

4. Golf Course Encroachments and Access. The parties contemplate that certain golf course improvements surrounding holes 9 and 17 of the Herons Glen Golf Course may encroach upon land owned by TW. Concurrently with HG HOA's conveyance to TW of those

property interests set forth in Section 2 above, TW shall likewise convey to the Rec. District (or to the HG HOA at the written direction of both the HG HOA and Rec District), all or any part of, that portion of TW property upon which the possible encroachments are located which property as more particularly described on the attached Exhibit "D" incorporated herein by reference. The conveyance shall be effectuated through a quit claim deed to be executed by TW in the form and content of the quit claim deed attached hereto as Exhibit "E" incorporated herein by reference.

In addition, TW will grant in favor of the Rec. District a five foot maintenance easement along the rear of Lot 169 (Ryland) of the Plat of Magnolia Landing to permit the grantee to maintain the existing concrete path and concession/maintenance building located immediately adjacent to such easement area. TW will grant the easement by separate instrument, in the form and content of the easement attached hereto as Exhibit "F" incorporated herein by reference, within thirty (30) days from the effective date of this Agreement.

5. Sales Center Property. Within thirty (30) days after the effective date of this Agreement but in no event prior to TW's receipt of the HG HOA conveyances set forth in Section 2 above, TW will convey to HG HOA via quit claim deed the sales center and adjacent parcel as legally described on the attached Exhibit "G". The HG HOA will accept conveyance of the sales trailer and adjacent parcel property in their as-is/where-is condition with no representation or warranty from Taylor Woodrow, except that the property will be conveyed free of all encumbrances other than restrictions, covenants, easements and governmental regulations of record on the date of this agreement. HG HOA acknowledges that no furniture or other items of personal property will be left within the sales center trailer and TW shall have no obligation to make any repair, provide any utilities, or otherwise improve the sales trailer or adjacent parcel in any fashion.

6. Marathona Court Conveyances. Within thirty (30) days from the effective date of this Agreement, TW shall convey to HG HOA via quit claim deed that real property more particularly described on the attached Exhibit "H". Such conveyance will require HG HOA to maintain such property in a manner consistent with other common areas within Herons Glen. The parties acknowledge that a portion of the property described in Exhibit "H" may not be in full compliance with the Lee County Land Development Code, because the Western end of Marathona Court was constructed by TW's predecessor without the cul de sac required by Lee County Codes.

7. Building Height Restriction. TW shall not locate any three-story or taller building in Magnolia Landing within the three-story restricted area set forth on the Site Plan attached hereto as Exhibit "I" and incorporated herein by reference ("Height Restriction Site Plan"). TW will not locate any multi-family parcel in Magnolia Landing within the multi-height restriction area also depicted on the Height Restriction Site Plan attached as Exhibit "I". For purposes hereof, a parcel for a duplex product is not considered a multi-family parcel.

8. Community and CDD Boundary Filings. Within ninety (90) days from the date TW receives the conveyances referenced in Paragraph 2 of this Agreement, TW shall complete and file all legally-required documentation necessary to establish the boundaries of the Herons Glen HOA, Herons Glen Recreation District, CFM CDD and Magnolia Landing Homeowners'

Association so that the boundaries of the properties subject to the Herons Glen HOA and the Magnolia Landing HOA (and their relevant CDD's) do not overlap. The intent of this provision is to ensure that no residential parcels are located partially within the zoning district or jurisdiction applicable to Herons Glen Homeowners' Association and also partially within the zoning district or jurisdiction applicable to Magnolia Landing Homeowners' Association ("ML HOA"). In addition, the parties acknowledge that the Rec District recently purchased a waste water treatment parcel which will be removed from the CFM CDD and put within the boundaries of the Rec District. TW shall cooperate with respect to the foregoing.

9. Woodpecker Preserves. The location of the Woodpecker Preserve areas are graphically depicted on the attached Exhibit "J". TW will obligate the owner of the Woodpecker Preserves to give reasonable notice to HG HOA of all planned maintenance and inspection activities in the Woodpecker Preserve areas and to reasonably cooperate with HG HOA whenever such activities are conducted.

10. Miscellaneous Responsibilities of HG HOA.

(a) Subject to the requirements and conditions set forth in this agreement, HG HOA shall support and shall not object to TW's current, proposed zoning changes with respect to its development of Magnolia Landing, the addition of four hundred acres to Magnolia Landing, the addition of two hundred fifty dwelling units to Magnolia Landing, the spreading the overall density within Magnolia Landing, the addition of multi-family units within Magnolia Landing and the creation of a separate Development of Regional Impact ("DRI") for Magnolia Landing. HG HOA also acknowledges (and will support and not object to, as applicable) TW's deletion of any requirement by TW or its affiliates to construct Nalle Grade Road. To the extent requested by TW, HG HOA shall send representatives of the HG HOA to attend any type of hearing or other public meetings with applicable zoning authorities to express the HG HOA's support and endorsement of TW's development plans for Magnolia Landing consistent with the foregoing. TW will give the HG HOA copies of current site plans for Magnolia Landing (and the remaining property owned by TW or its affiliates within Herons Glen) and if TW submits any modifications to these plans in the future, TW will provide the HG HOA copies of the same. HG HOA's endorsement and support of TW's development plans for Magnolia Landing are conditioned upon TW's petitions being consistent with the project description for Magnolia Landing as set forth in this agreement and on Exhibit "K" attached hereto.

(b) Upon approval of the appropriate governmental authorities, TW shall install at its own expense, a wall with an emergency gate on Avenida Del Vera as more particularly shown on the Site Plan attached hereto as Exhibit "L" attached hereto. The gate will allow emergency ingress and egress to service both the Herons Glen community and the Magnolia Landing community.

(c) HG HOA acknowledges that TW will not construct Nalle Grade Road which was previously intended to connect to US 41.

(d) HG HOA acknowledges that TW reserves the right to create a separate DRI for Magnolia Landing, essentially removing Magnolia landing from Herons Glen DRI.

(e) A portion of the Magnolia Landing golf course is located within the plat of Magnolia Landing, Unit One recorded on February 15, 2007 as Instrument Number 2007000052500, Public Records of Lee County, Florida (ML Unit 1 Plat) as graphically depicted in Exhibit "M" attached hereto. The ML Unit 1 Plat is a replat of a portion of Tract F

of Herons Glen Units 11 and 12 as recorded in Plat Book 78, Page 57 et seq., Public Records of Lee County, Florida (HG Units 11 and 12 Plat). A graphic depiction of that portion of the Magnolia Landing golf course within the HG Units 11 and 12 Plat is also attached hereto as Exhibit "M". Because a portion of the Magnolia Landing golf course Property is situated on land that was previously within the HG Units 11 and 12 Plat, such land was subject to the Declaration of Restrictions and Covenants for the Fairways of Herons Glen recorded in O.R. Book 4366, Page 228 through 290, Public Records of Lee County, Florida ("Fairways Declaration") as well as the Fourth Supplemental Declaration for Herons Glen recorded in Official Records Book 3466, Page 222 through 225; and re-recorded in O.R. Book 4357, Page 661 through 664; all of the Public Records of Lee County, Florida ("Herons Glen Declaration"). Within thirty (30) days from the effective date of this Agreement, HG HOA shall use its best efforts to cause that portion of the Magnolia Landing golf course as graphically (and approximately) depicted on Exhibit "M" to be released from the Fairways Declaration and the Herons Glen Declaration. With respect to the Fairways Declaration, HG HOA shall use its best efforts to cause the Fairways of Herons Glen Association, Inc. to execute a release from such declaration on behalf of the TW property. The form and content of such releases must be acceptable to TW in its reasonable discretion and TW shall supply the applicable legal description for the TW property to be released. Such releases shall be recorded in the public records of Lee County, Florida.

11. Rec. District Consent. The Rec. District hereby consents to and agrees with the matters set forth herein.

12. Name Assignment. At the time of TW's conveyances to HG HOA as set forth in Paragraph 2 above, TW shall also execute in favor of HG HOA the Non-Exclusive Assignment of Name Rights in the form set forth on Exhibit "N" attached hereto.

13. Lake on Tract C of Herons Glen Plat. The parties acknowledge that there is a lake located on Tract C of the Plat of Herons Glen, Unit 5 which lake is located near the southeast quadrant of Pawtucket Boulevard and Dennisport Lane. This lake is a part of the HG HOA water management system. TW shall install landscaping in the area between the lake and Pawtucket Boulevard as required by applicable county code. TW will cause the ML HOA to maintain such limited landscaped area. Notwithstanding the foregoing, the HG HOA (or the Rec. District as the case may be) will have all maintenance responsibilities associated with the lake and all other portions of the lake's landscaping. The parties acknowledge that TW may change the name of Pawtucket Boulevard to Magnolia Landing Lane.

14. Tract A Conveyance. The HG HOA acknowledges that Tract A, Herons Glen Unit 11-A per plat thereof recorded in Instrument No. 2007000038434 has been conveyed to the HG HOA, pursuant to the deed a copy of which is attached hereto as Exhibit "O". The HG HOA accepts such conveyance.

15. Miscellaneous.

(a) Notices: Any notice or other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be considered as properly given or made to either of the Parties at the address shown below, or at such other address as either party may designate in writing delivered to the other party from time to time and received: (i) immediately, if hand delivered; (ii) three (3) business days after the postmark if sent by first class U.S. mail or; (iii) one (1) business day if mailed through a reputable

airborne courier such as Federal Express.

If to the HG HOA:
General Manager
Herons Glen Homeowners Association, Inc.
2250 Avenida del Vera, Suite 101
North Fort Myers, FL 33917

If to the Rec. District:
General Manager
Herons Glen Recreation District
2250 Avenida del Vera, Suite 100
North Fort Myers, FL 33917

With a copy to:
Thomas Hart, Esq.
Knott, Consoer, Ebelini
Hart & Swett, P.A.
P.O. Box 2449
Fort Myers, FL 3 3902-2449

If to TW:
Todd Merrill
Taylor Woodrow Communities at
Herons Glen, L.L.C. 877 Executive
Center Drive West, Suite 205
St. Petersburg, FL 33702

With a copy to:
Kevin G. Coleman, Esq.
Goodlette, Coleman
& Johnson, PA
4001 Tamiami
Trail, Suite 300
Naples, FL 34103

(b) Complete Agreement: This Agreement and any exhibits hereto contain the final, complete and exclusive expression of the understanding between the parties with respect to the transactions contemplated by them and supersedes any prior or contemporaneous agreement, representation or understanding, oral or written, by either of them.

(c) Waiver and Amendment: A waiver or amendment of this Agreement or any provision of it will be valid and effective only if this is in writing and signed by or on behalf of the party waiving such provision. No waiver of any portion of this Agreement shall operate as a waiver of any other provision of this Agreement or that same provision at any other time. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a

waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

(d) Severability: If any of the provisions of this Agreement or any section or subsection of this Agreement or its exhibits shall be held invalid for any reason, the remainder of this Agreement or any such section or subsection shall not be affected thereby and shall remain in full force and effect in accordance with its terms.

(e) Attorney's Fees, Etc: In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its attorney's fees, costs and expenses relating to any trial, appeal, arbitration or bankruptcy proceeding. This provision shall survive the termination of this Agreement.

(f) Governing Law/Venue: The validity, construction, interpretation and enforceability of this Agreement are governed by the laws of the State of Florida and all litigation arising under this Agreement shall be brought in the appropriate court of Lee County, Florida.

(g) Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors-in-interest, heirs, administrators, successors and assigns, except as otherwise provided in this Agreement.

(h) Further Assurances: At TW's request, HG HOA and the Rec. District shall execute such other documents as may be reasonably necessary, including, without limitation, joining in any plats for Magnolia Landing, to effectuate the objectives of this Agreement.

(i) Contingency: TW's obligation hereunder are expressly contingent upon the HG HOA's conveyance to TW of those interests set forth in Section 2 of this Agreement and HG HOA's and the Rec. District's performance of its other obligations as set forth herein.

(j) Transaction Costs: TW will pay the costs and expenses, excluding attorney fees but including documentary stamp taxes, of all recording in the Public Records for the real property conveyances herein described.

The parties have executed this Agreement as of the date first above written.

Hérons Glen Homeowners' Association,
Inc., a Florida not-for-profit corporation

Taylor Woodrow Communities at Herons
Glen, L.L.C., a Florida limited liability
company

By: *Karen A. Mars*
Print: KAREN A. MARS
Its: PRESIDENT
Date: 10-11-07

By: *Alan B. Smith*
Print: ALAN B. SMITH
Its: PRESIDENT
Date: 10.11.07

Hérons Glen Recreation District

By: *W.R. Smith*
Print: W.R. SMITH
Its: CHAIRMAN
Date: 10-11-07

MAINTENANCE EASEMENT

THIS MAINTENANCE EASEMENT is made on this ___ day of _____, 2007 by Taylor Woodrow Communities at Herons Glen, LLC, a Florida limited liability company whose post office address is _____ ("Grantor"), and Herons Glen Recreation District, a (Grantee").

RECITALS

WHEREAS, Grantor is the fee simple owner of certain real property situated in Lee County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein ("Easement Area"); and

WHEREAS, Grantee is the owner of certain lands as more particularly described in Exhibit "B" attached hereto and incorporated herein by reference ("Rec District Property"); and

WHEREAS, Grantor wishes to grant Grantee a non-exclusive, perpetual maintenance easement over, across and upon the Easement Area for the purposes hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Grantor and Grantee agree as follows:

- 1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
- 2. Grant of Easement/Purpose of the Easement. Grantor hereby grants to Grantee a non-exclusive easement over the Easement Area for Grantee to use the Easement Area solely for the maintenance of the existing concrete path and concessions/maintenance building on the Rec District Property located immediately adjacent to the Easement Area and for no other purposes.
- 3. Running of Benefits and Burdens. The benefits and obligations created hereunder shall run with the land and shall be binding upon any and all subsequent owners of the real property described in Exhibit "A" and shall be appurtenant to and benefit the Rec District Property.
- 4. Hold Harmless. Grantee shall hold harmless Grantor for all claims, actions, demands, causes of action, damages, attorneys fees, costs and losses incurred or by Grantor on account of the rights granted to Grantee hereunder or on account of Grantee's use of the Easement Area as set forth herein.

IN WITNESSES WHEREOF, Grantor hereby executes this Agreement as of the date first written above.

Signed, sealed and delivered in our presence: Grantor:
Taylor Woodrow Communities at Herons Glen
L.L.C., a Florida limited liability company

Witness Name: _____ By: _____
Print:
Its: President
(Corporate Seal)

Witness Name: _____ Grantee:
Herons Glen Recreation District

Witness Name: _____ By: _____
Print:
Its: _____
Date: _____

Exhibit "F"
Page 1 of 5

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this ___ day of _____, 2007 by _____ of Herons Glen Recreation District, a _____ who is personally known to me or has produced a _____ as identification.

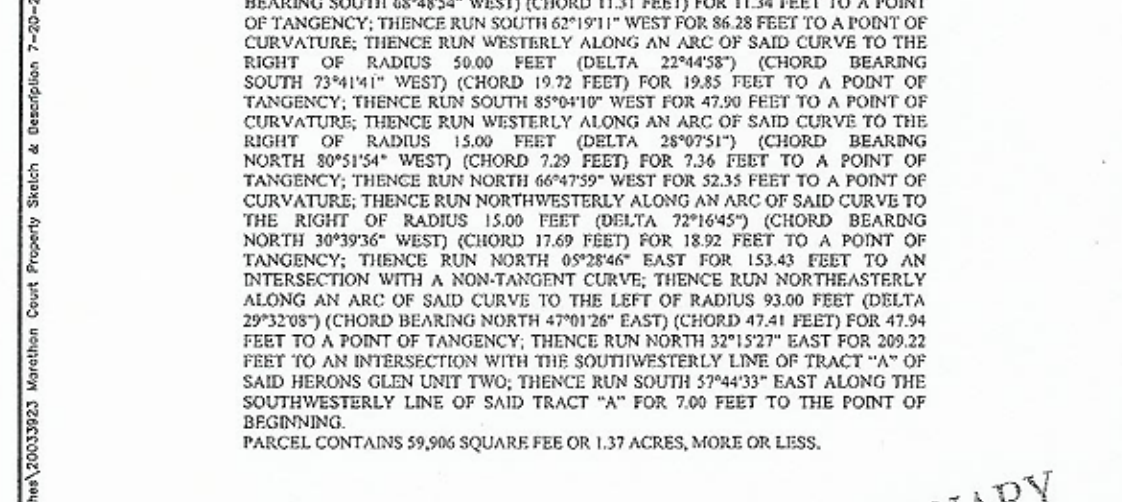
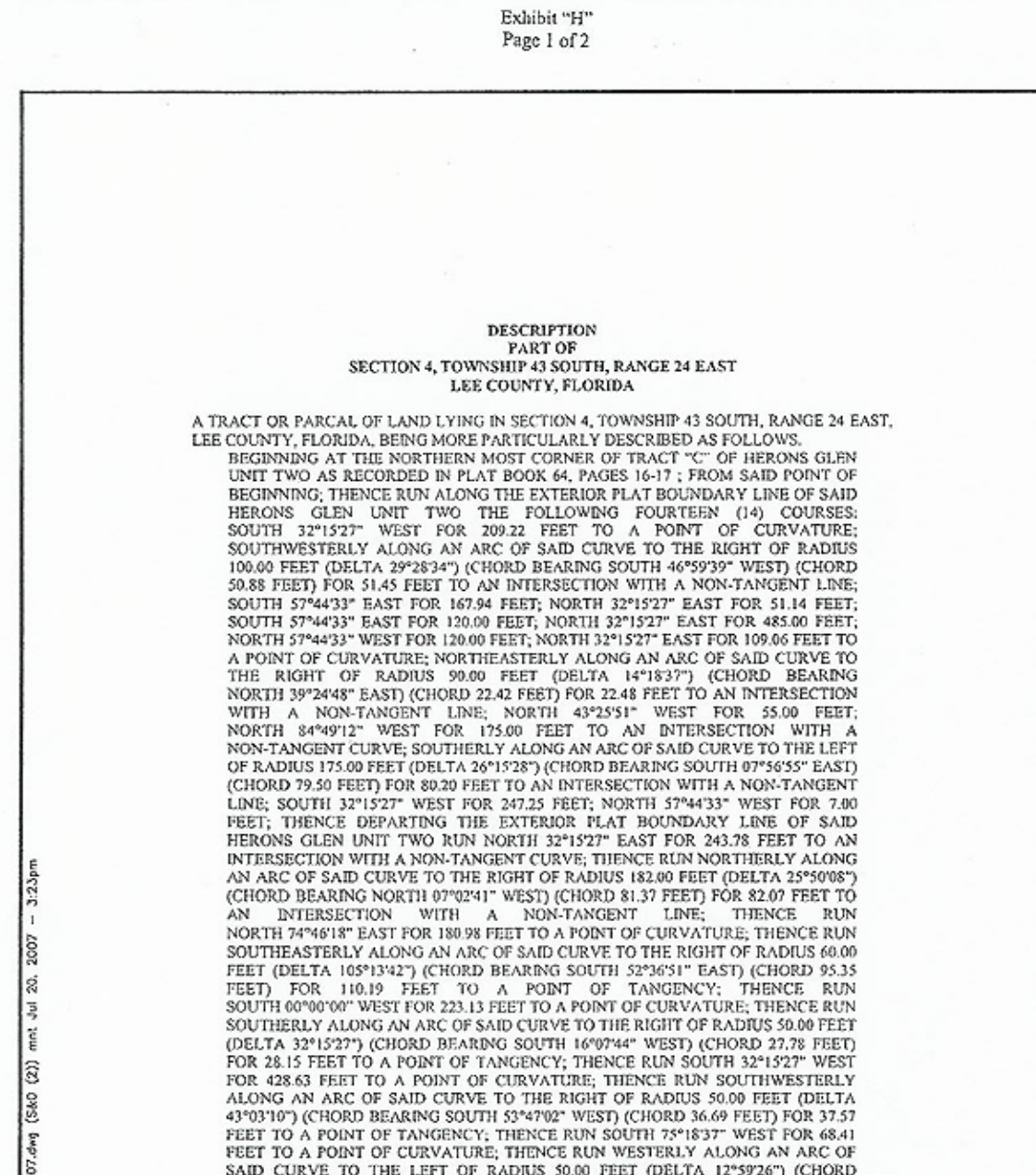
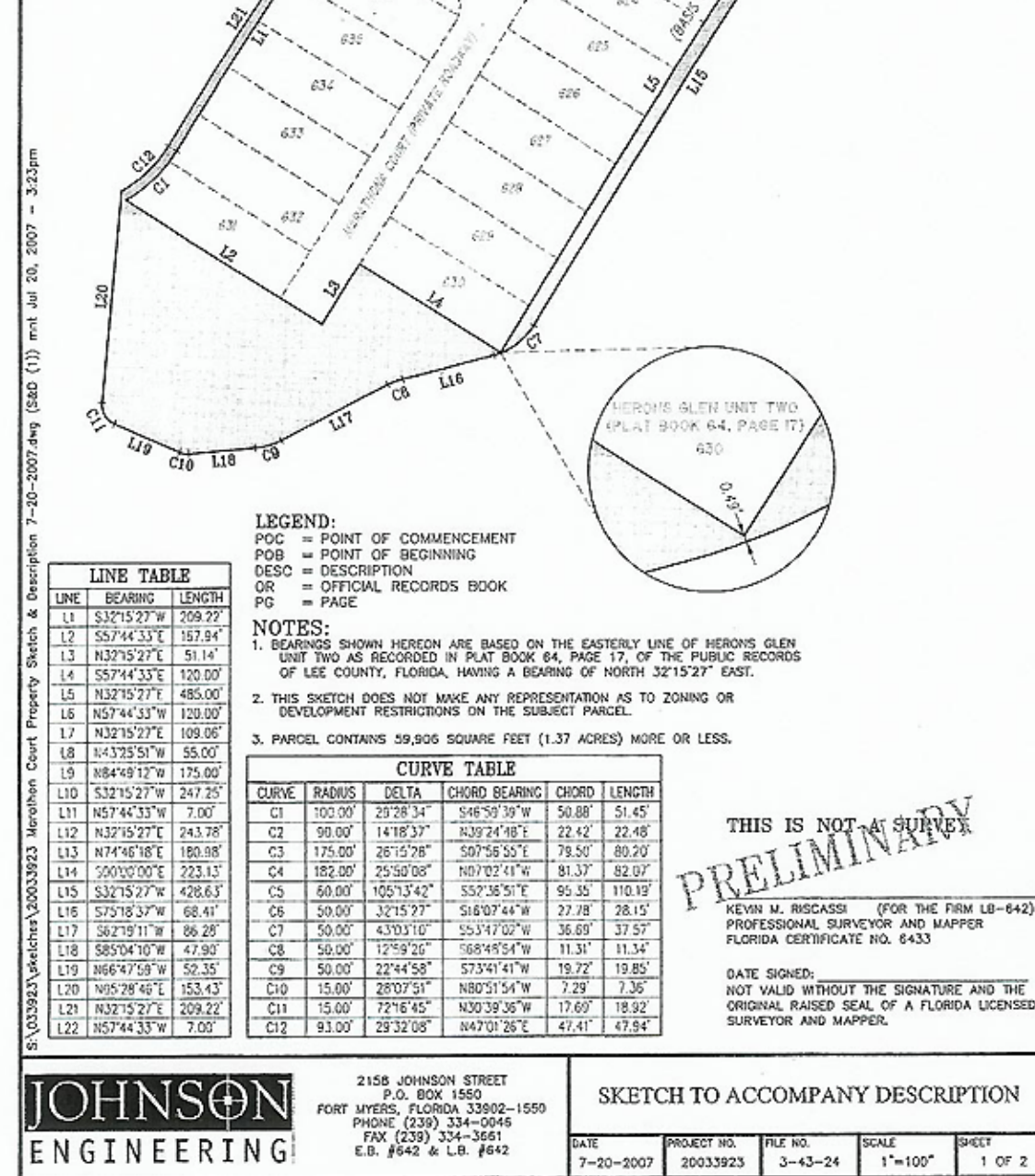
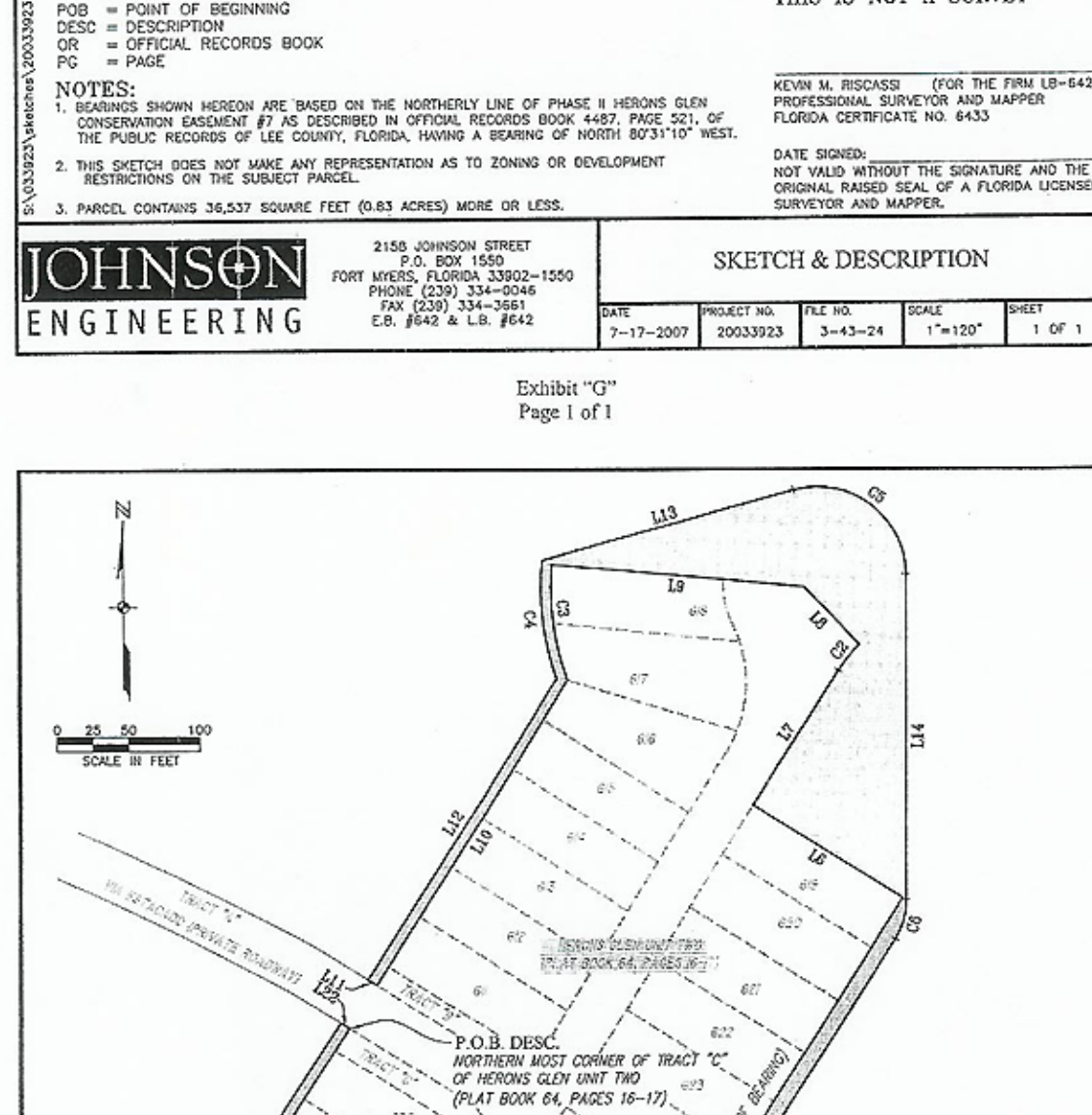
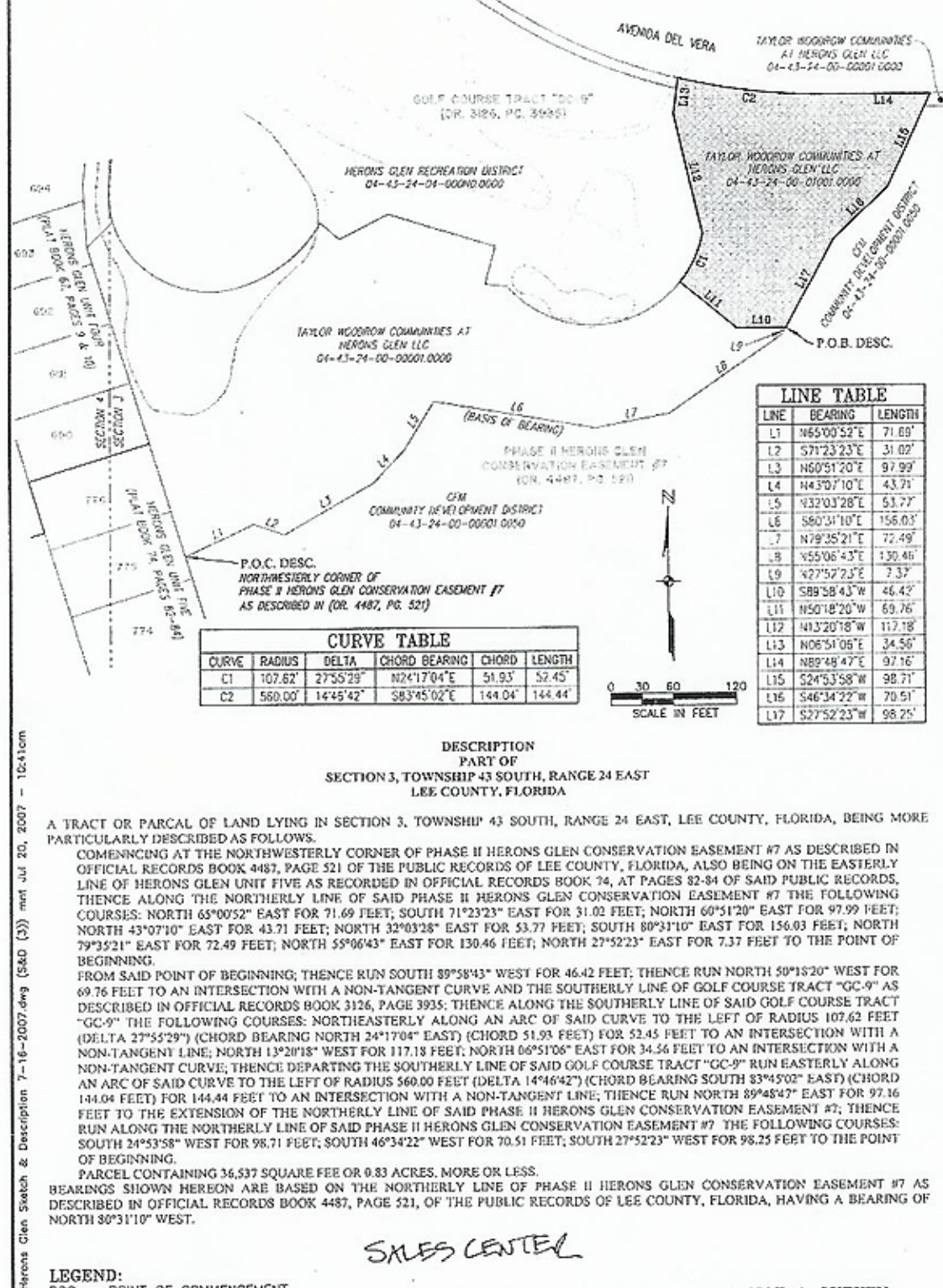
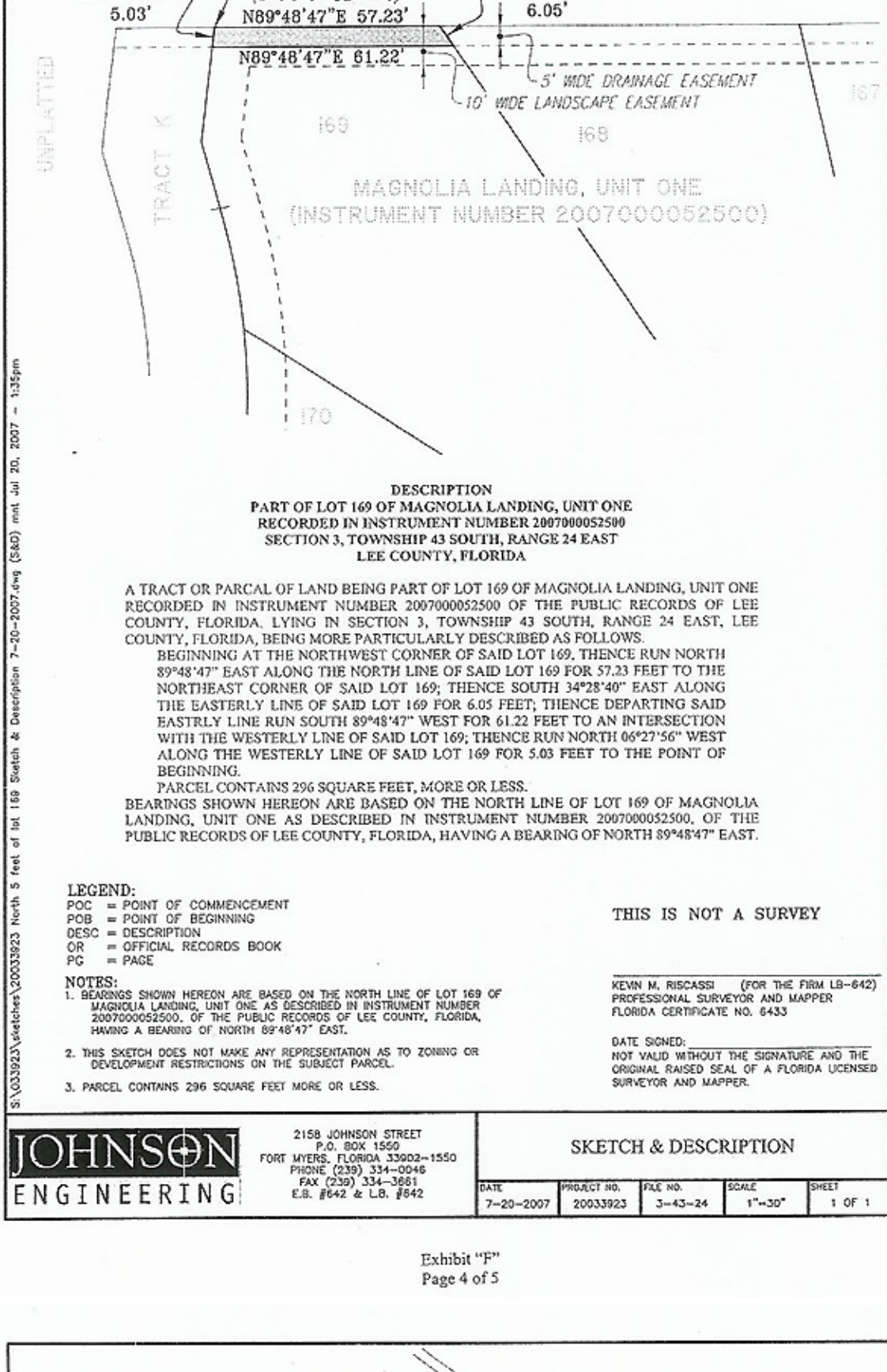
[Notary Seal] Notary Public
Printed Name: _____
My Commission Expires: _____

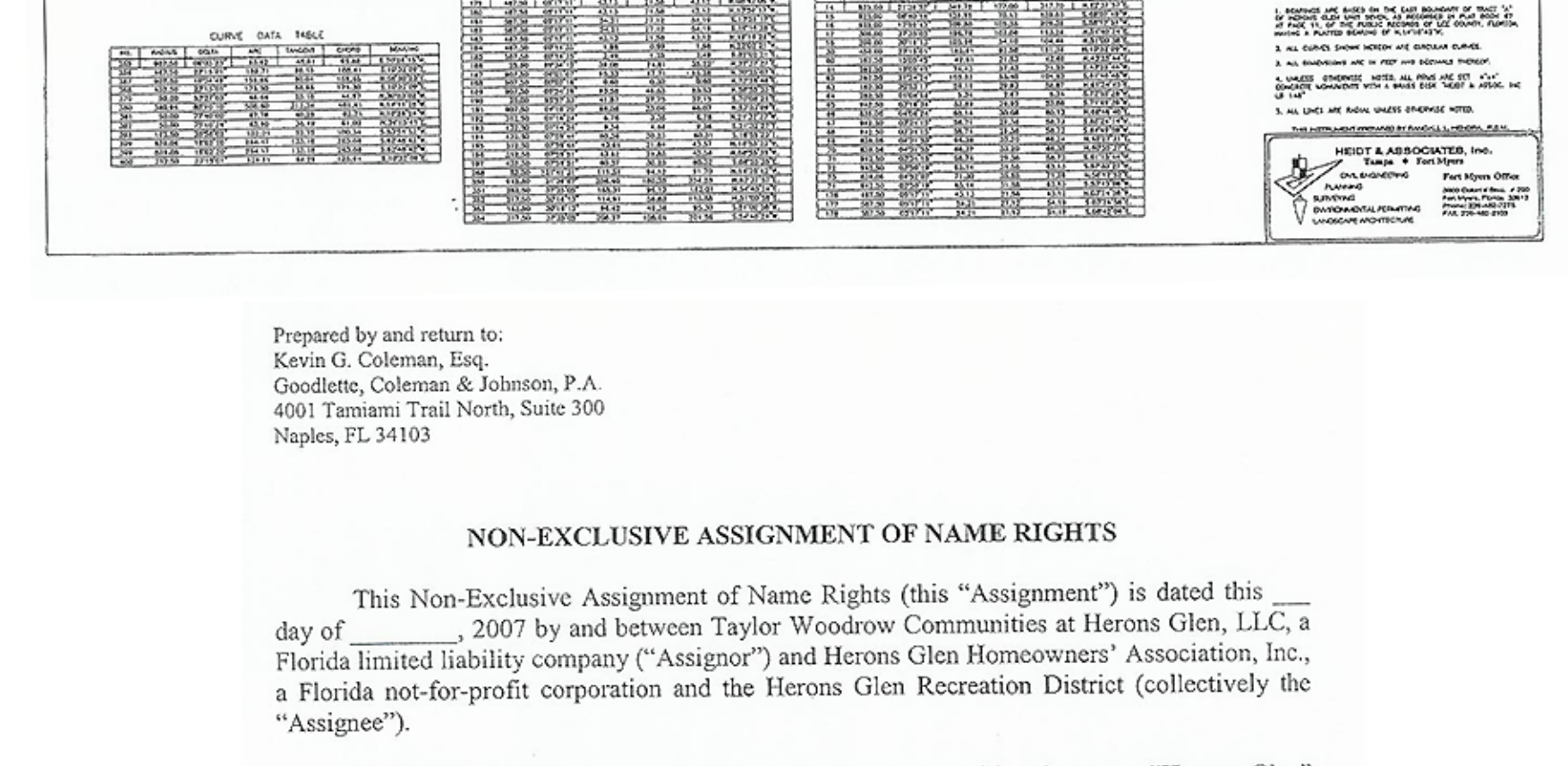
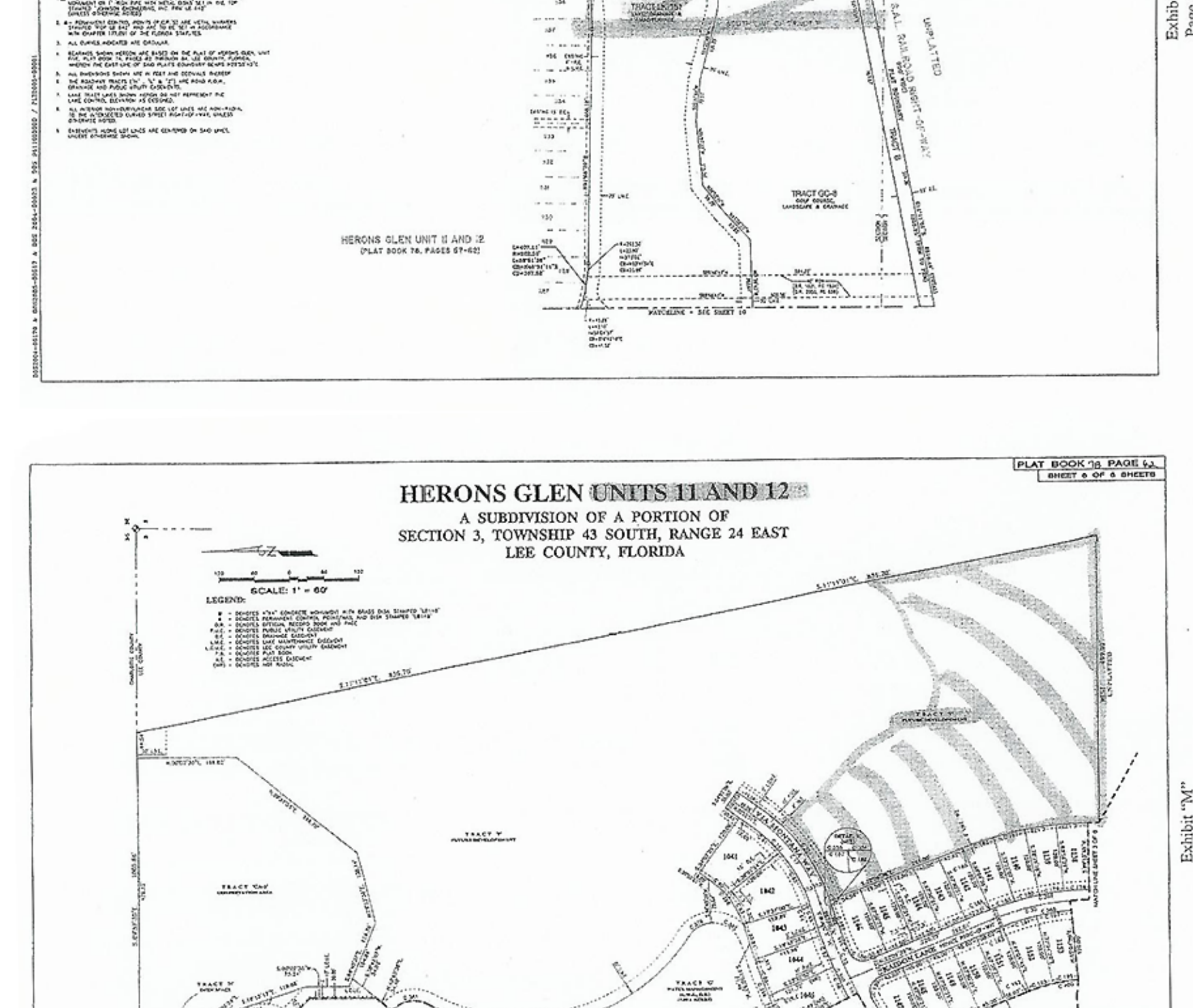
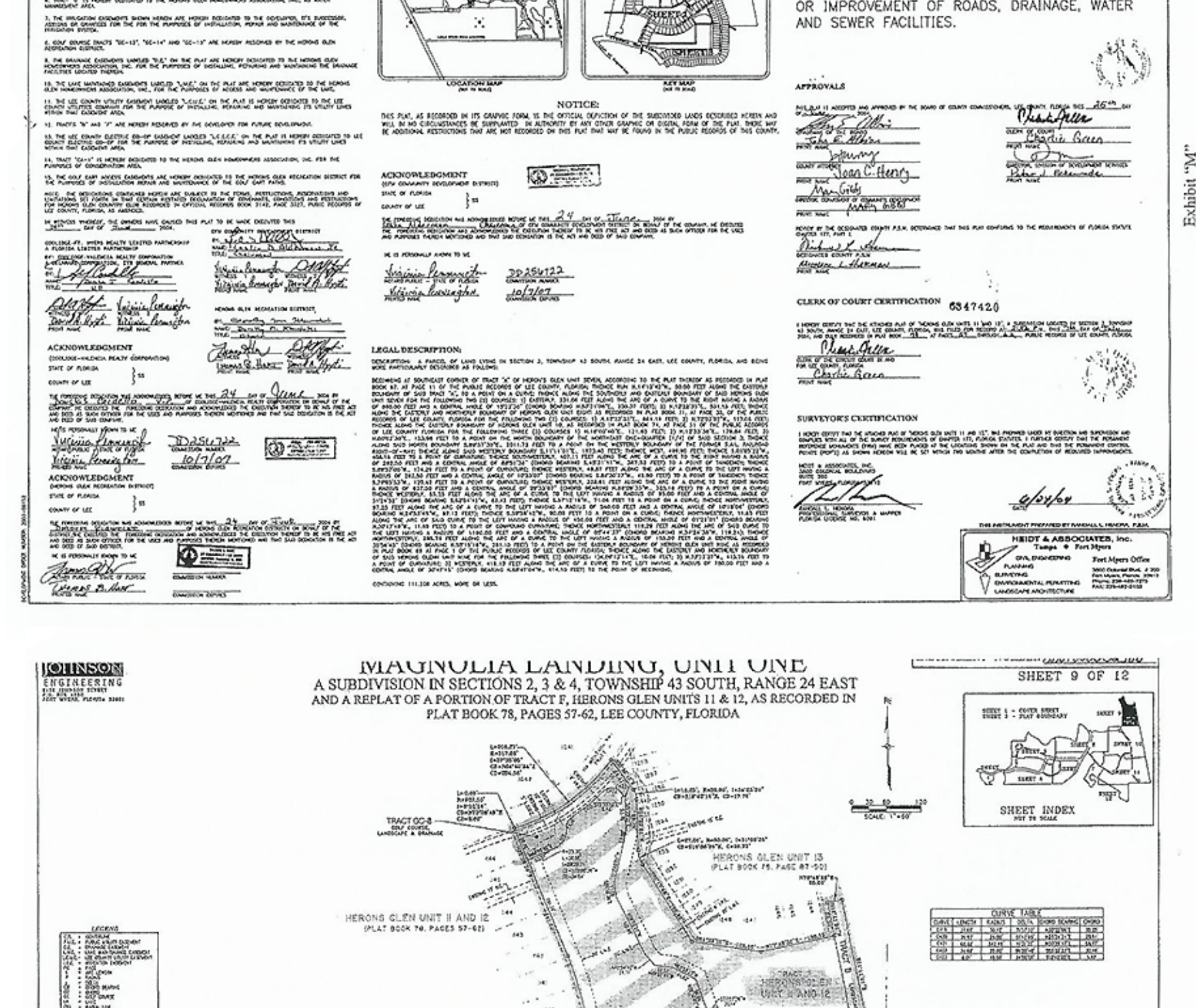
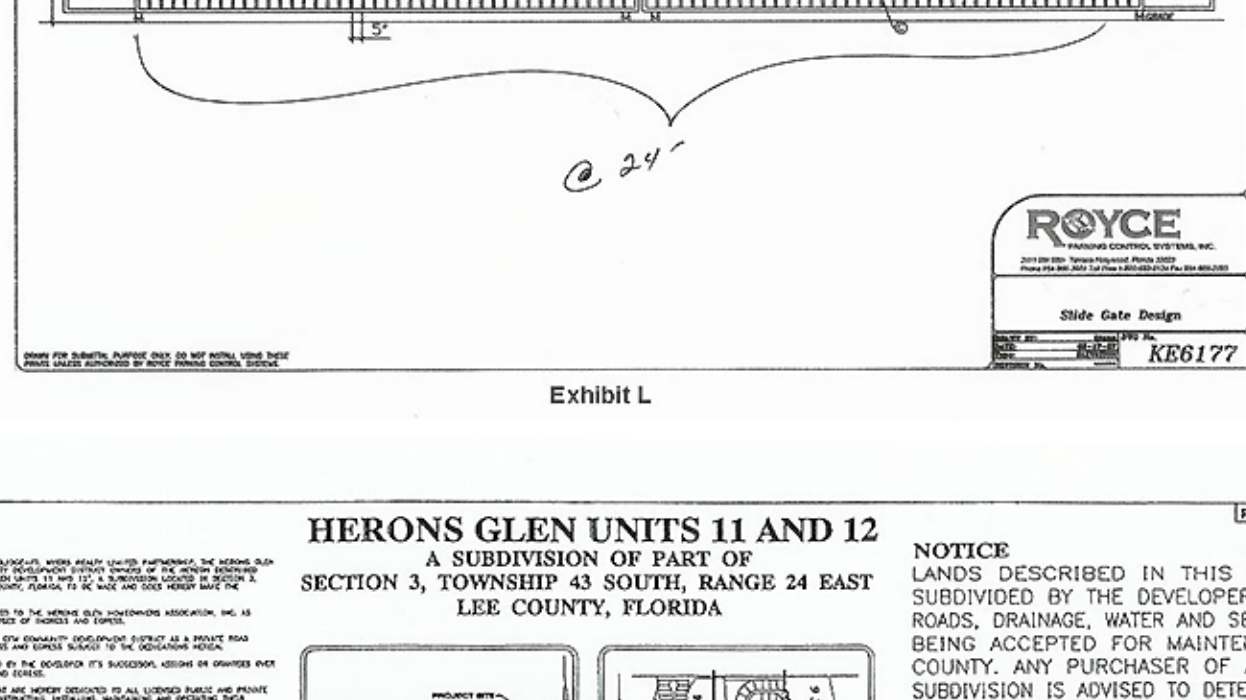
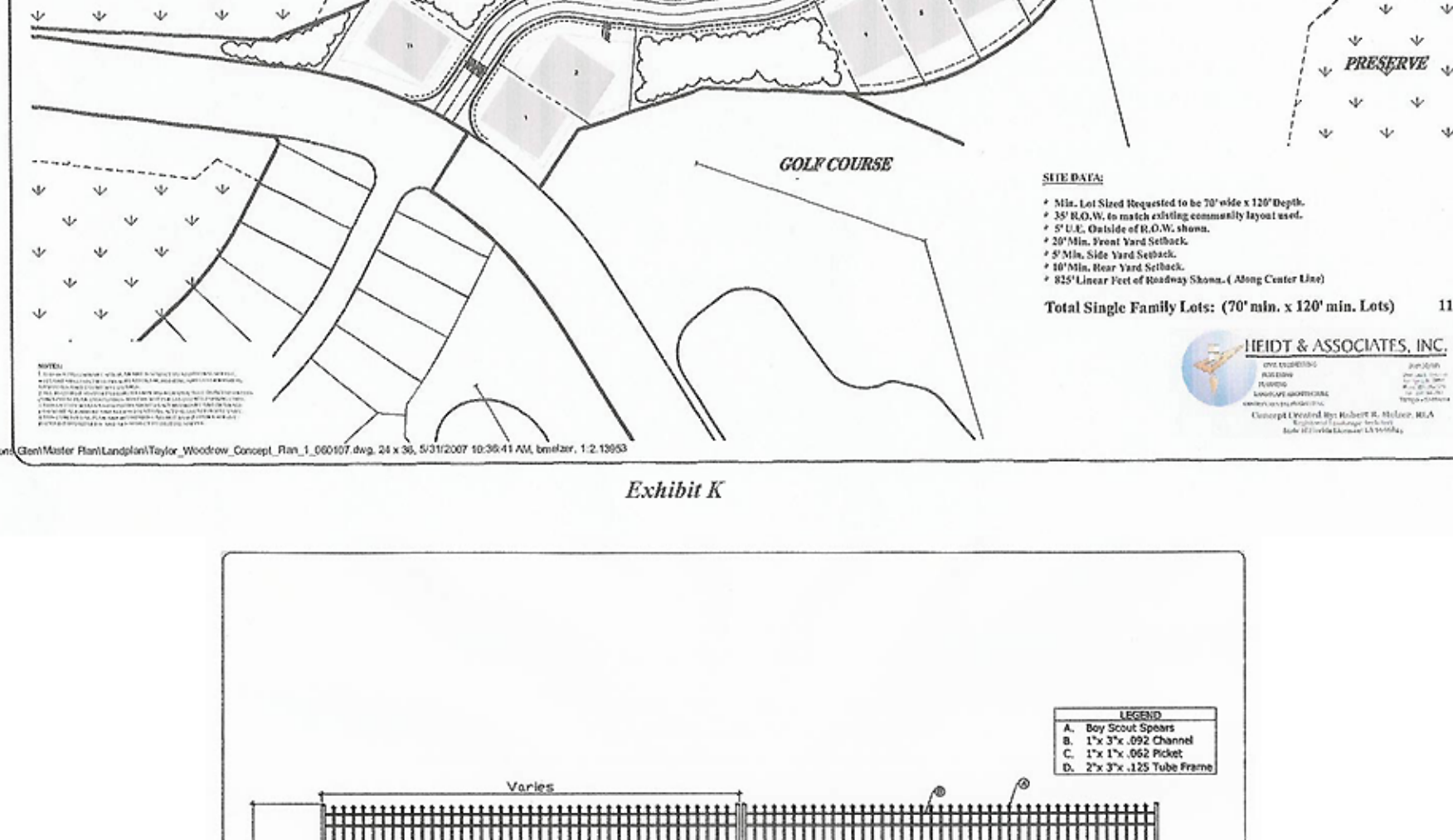
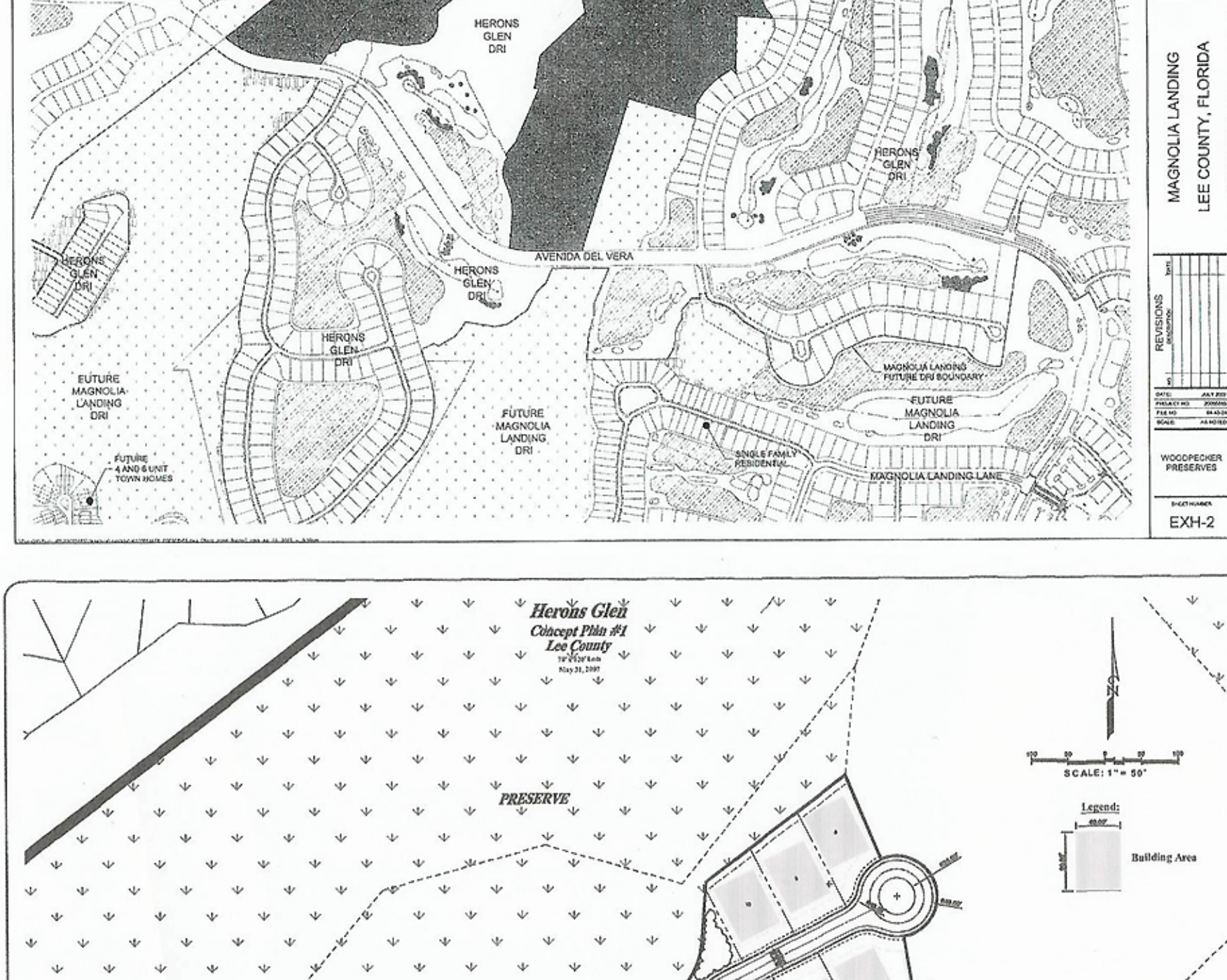
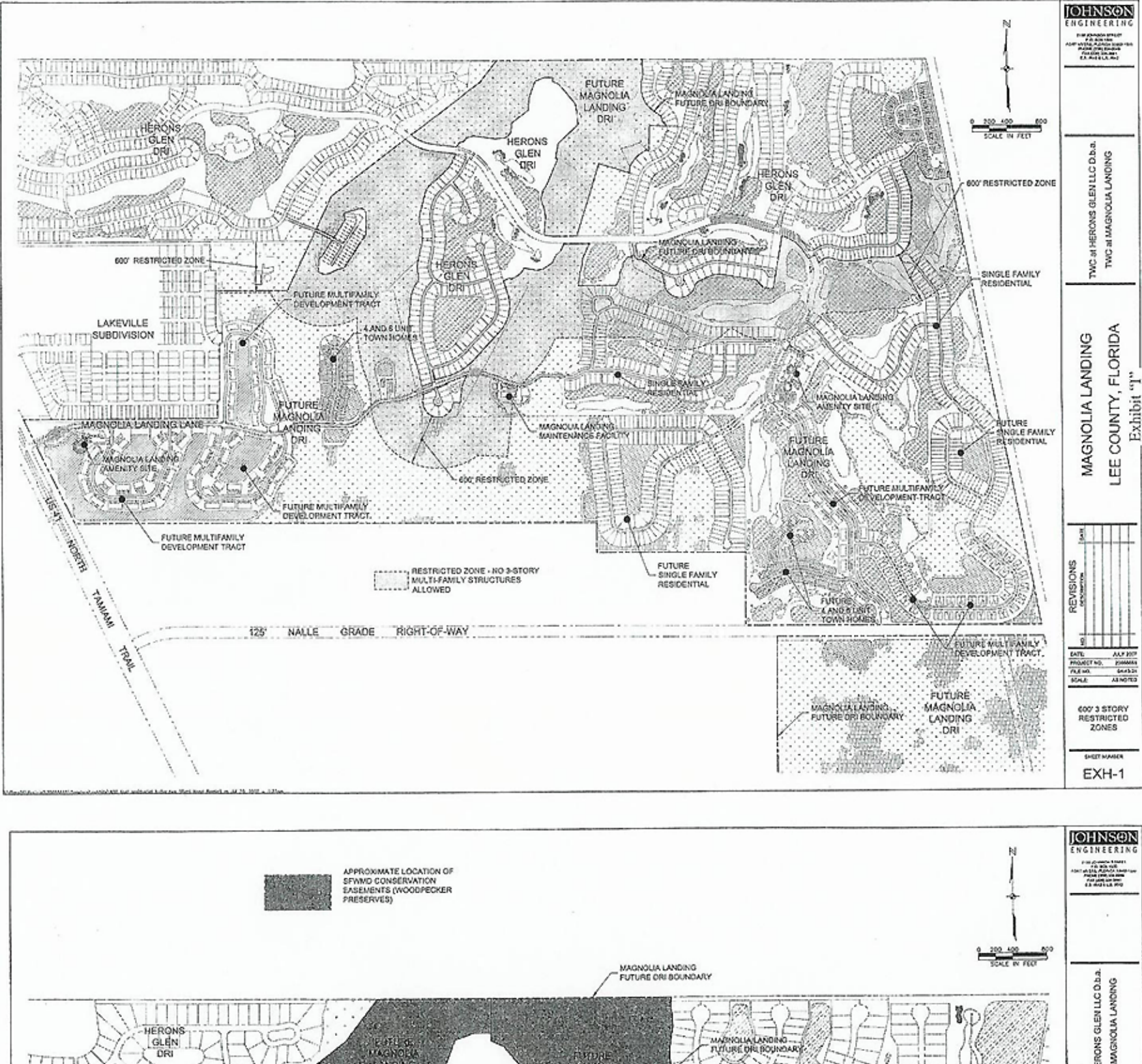
STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this ___ day of _____, 2007 by _____ of Taylor Woodrow Communities at Herons Glen, L.L.C., a Florida limited liability company, who is personally known to me or has produced a _____ as identification.

[Notary Seal] Notary Public
Printed Name: _____
My Commission Expires: _____

Exhibit "F"
Page 3 of 5





Prepared by and return to:
 Kevin G. Coleman, Esq.
 Goodlette, Coleman & Johnson, P.A.
 4001 Tamiami Trail North, Suite 300
 Naples, FL 34110

NON-EXCLUSIVE ASSIGNMENT OF NAME RIGHTS

This Non-Exclusive Assignment of Name Rights (this "Assignment") is dated this 27th day of March, 2007 by and between Taylor Woodrow Communities at Herons Glen, L.L.C., a Florida limited liability company ("Assignor") and Herons Glen Homeowners' Association, Inc., a Florida not-for-profit corporation and the Herons Glen Recreation District (collectively the "Assignee").

WHEREAS, the Assignor may have certain rights to utilize the name "Herons Glen" (hereafter "Name"); and

WHEREAS, Assignee is comprised of the homeowners association and recreation district for Herons Glen Phase I; and

WHEREAS, Assignor wishes to assign to Assignee on a non-exclusive basis Assignor's rights in the Name.

WITNESSETH:

NOW THEREFORE, in consideration of the sum TEN DOLLARS (\$10.00), the exchange of mutual promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Recitals.** The above recitals are true and correct and are incorporated herein by reference.
- 2. Assignment.** Assignor hereby assigns to Assignee, on a non-exclusive basis, the right to use the Name for all commercial and other lawful purposes in connection with Herons Glen Phase I. Assignor acknowledges that Assignor has not filed for any trademark, trade name, copyright or any other intellectual property protection for the Name. Any rights which were procured in and to the Name by Assignor were procured through Coolidge Fort Myers Realty Limited Partnership, a Florida limited partnership pursuant to the Assignment of Intellectual Property dated May 9, 2005. In addition, Assignor reserves the right to utilize the Name from time to time in connection with its operations. However, after the effective date of this Assignment, Assignee shall no longer require the prior written approval or license of Assignor in connection with Assignee's use of the Name so long as such use is for lawful purposes. Assignor makes no representations or warranties to Assignee as to the enforceability, nature or extent of Assignee's rights, if any, to utilize the Name.

Exhibit "N"
Page 1 of 2

- 3. Indemnification.** Assignee shall indemnify and hold harmless Assignor from any claim, demand, suit, action, levy or other proceeding brought against Assignor in connection with or otherwise relating to Assignee's use of the Name.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

Assignor: Taylor Woodrow Communities at Herons Glen, L.L.C., a Florida limited liability company
 By: _____
 Print: _____
 Its: _____
 Date: _____

Assignee: Herons Glen Homeowners' Association, Inc., a Florida not-for-profit corporation
 By: _____
 Print: _____
 Its: _____
 Date: _____

Herons Glen Recreation District
 By: _____
 Print: _____
 Its: _____
 Date: _____

Exhibit "N"
Page 2 of 2

INSTR # 2007000143369, Doc Type D, Pages 3, Recorded 05/02/2007 at 02:56 PM, Charlie Green, Lee County Clerk of Circuit Court, Deed Doc. D \$0.70 Rec. Fee \$27.00 Deputy Clerk BRERRY

PREPARED BY AND RETURN TO:
 Legal Dept.
 Taylor Woodrow Communities/100
 8430 Enterprise Drive, Suite 100
 Bradenton, FL 34202

Parcel ID #: 03-43-24-07-0000A.00CE

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and effective as of the 27th day of March, 2007, by TAYLOR WOODROW COMMUNITIES AT HERONS GLEN, L.L.C., a Florida limited liability company ("Grantor"), whose address is 8430 Enterprise Circle, Suite 100, Bradenton, FL 34202, to HERONS GLEN HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation ("Grantee"), whose address is: 2250 Avenida Del Vera, North Fort Myers, FL 33917.

Witnesseth, that the said Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, Grantor remises, releases and quitclaims unto Grantee, and its successors and assigns forever, all the right, title and interest claim and demand which the Grantor has in and to the following described land situate, lying and being in the County of Lee, State of Florida, (the "Property") to wit:

Tract A, HERONS GLEN UNIT 11-A, as per plat thereof recorded in Instrument No. 2007000038434 of the Public Records of Lee County, Florida.

SUBJECT TO restrictions, reservations and easements of record.

PROVIDED, HOWEVER, Grantee acknowledges and agrees that it shall be responsible for the maintenance and repair of the Property.

PROVIDED, HOWEVER, notwithstanding the foregoing, Grantee acknowledges and irrevocably agrees that the Property shall be used and maintained as provided by the plat of HERONS GLEN UNIT 11-A, recorded in Instrument No. 2007000038434 with the Restated Declaration of Covenants and Restrictions for Herons Glen Country Club and recorded in O.R. Book 3142, Page 3327, all of the Public Records of Lee County, Florida, and as may be amended from time to time.

TO HAVE AND TO HOLD the same, together with all singular the appurtenances thereunto belonging or in anywise appertaining, to the only proper use, benefit and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and claim of the said Grantee, and its successors and assigns forever.

LQ37621HG11A Exhibit "O" 3/27/07
Page 1 of 3

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first written above.

Signed, Sealed and Delivered in the presence of:
 TAYLOR WOODROW COMMUNITIES AT HERONS GLEN, L.L.C., a Florida limited liability company
 By: Alan B. Smith, President

STATE OF FLORIDA
 COUNTY OF LEE
 The foregoing instrument was acknowledged before me, this 27th day of March, 2007, by Alan B. Smith, President of Taylor Woodrow Communities at Herons Glen, L.L.C., a Florida limited liability company, on behalf of said company, who is personally known to me.

HERONS GLEN HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation
 By: Karen Mars, President

STATE OF FLORIDA
 COUNTY OF LEE
 The foregoing instrument was acknowledged before me, this 3rd day of April, 2007, by Karen Mars as President of Herons Glen Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me, or has provided as identification.

Jennifer Rosenkranz
 Notary Public - State of Florida
 Commission # DD482246
 Expires October 16, 2009
 Notary Public Seal

Exhibit "O"
Page 3 of 3

Prepared by and return to:
Kevin G. Coleman, Esq.
Goodlette, Coleman & Johnson, P.A.
4001 Tamiami Trail North, Suite 300
Naples, FL 34103

File Number:

[Space Above This Line For Recording Data]

Quit Claim Deed

This Quit Claim Deed made this ____ day of _____, 2007 between Herons Glen Homeowners' Association, Inc., a Florida not-for-profit corporation, whose post office address is _____, grantor, and Taylor Woodrow Communities at Herons Glen, L.L.C., a Florida limited liability company, whose post office address is _____, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in Lee County, Florida to-wit:

See attached Exhibit "A" incorporated herein by reference.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Herons Glen Homeowners' Association, Inc.,
a Florida not-for-profit Corporation

Witness Name: _____

By: _____

Print: _____

Witness Name: _____

Its: President
(Corporate Seal)