

SERVICES AGREEMENT

(this "Agreement") is made and entered into on THIS SERVICES AGREEMENT November 1, 2012, by and between Comcast of the South, Inc.(the "Company") and Creciente Condominium Association, Inc.(the "Association") who owns or has control over certain real estate and improvements thereon located at 7146, 7148 and 7150 Estero Blvd. Fort Myers,FL 33931 (the "Premises"), commonly known as "Creciente," consisting of 172 residential units plus any units added or constructed in the future.

The Company has been granted a franchise by an authorized governmental agency (the , "Franchise Authority") to construct and operate a cable communications system in Fort Myers Florida (the "Franchise Area"). The Association desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the "Services") and the Company is willing to install, maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

The parties, for good and valuable consideration, intending to be legally bound, agree as follows:

1. Wiring.

a) Premises Wiring. The Company has installed all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices up to and including the Company's tap (collectively, the "Company Wiring"). The cable home run wiring consisting of the coaxial wiring after the Company's tap to the first splitter within each unit has also been installed at the Premises. All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation of the wiring as set forth in this Section.

b) The System. The System shall consist of the Company Wiring and the ~~cable home run wiring~~.

c) Use and Maintenance of Wiring. The Association has the authority to grant and does hereby grant to the Company, at its expense, during the term hereof the right to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Association nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose during the term of this Agreement. The Company's installation and/or use of the cable home wiring consisting of the coaxial wiring after the first splitter within the units, or any telephony wiring owned by the individual unit owner inside the individual units shall be governed by separate agreements between the Company and the individual unit owners. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Association within the units that may become necessary or useful for the provision of the Services

to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

d) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System except as otherwise provided in this Agreement.

e) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring is and will remain the property of the Association.

2. Easement. The Association has the authority to grant and does hereby grant to the Company a non-exclusive easement over and across the Premises to operate the Company Wiring, and shall cause such easement to run with the Premises for the term of this Agreement and for a period of six (6) months thereafter. The Association hereby agrees to execute the form of easement attached hereto as Exhibit A.

3. Access. The Association shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Company shall use commercially reasonable efforts not to disturb the quiet use and enjoyment of the Premises by the Association or the individual unit owners. The Association shall supply the names and unit numbers of residents at reasonable intervals. The Association shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.

4. Delivery of Services. The Association has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Association shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises.

5. Fees and Charges for Services. Additional terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in the Bulk Bill Addendum attached hereto between the Association and the Company. Except as set forth in the Bulk Bill Addendum, the Association assumes no liability or responsibility for service charges contracted for by individual residents. All billing and collections for service charges incurred by individual residents will be accomplished by the Company.

6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during normal business hours. The Company will begin working on service interruptions promptly and in

no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

7. Private Reception Devices. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device.

8. Interference. If any device or facility belonging to a resident or the Association does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue the Services to the Premises or, at the Company's discretion, to the individual unit until such non-conformance is cured by the Association or resident, as the case may be.

9. Term. This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Association and the Company and their respective successors and assigns for a term of 7 years from the date first set forth above. This Agreement shall renew for successive periods of 1 year unless either party shall provide the other with a minimum 90 days notice of its intention not to renew at the end of the then current term.

10. Insurance. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Association with a certificate evidencing such insurance.

11. Indemnification. The Company shall indemnify, defend and hold harmless the Association, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the Company or its personnel, directors, agents or representatives in the operation or maintenance of the System, the Services provided to residents at the Premises pursuant to this Agreement or a breach of this Agreement. The Association shall indemnify, defend and hold harmless the Company, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of Association, its personnel, directors, agents and representatives in the operation or maintenance of the Premises or a breach of this Agreement.

12. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Termination.

a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have 60 days to either (i)

notify the non-defaulting party that no default occurred and provide reasonable proof thereof, (ii) cure the default, or (iii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company lacks authority to continue to provide the Services to the Premises due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

14. Removal of Company Wiring. Upon expiration or termination of this Agreement for any reason, the Company shall have a period of 6 months during which it shall be entitled, but not required, to remove the Company Wiring. The Company shall promptly repair any damage to the Premises caused by such removal to as near the same condition as it was prior to any such damage caused by the Company. Any portion of the Company Wiring remaining on the Premises after the period set forth in this Agreement for its removal shall be deemed abandoned, and ownership shall vest in the Association "AS IS" and the Company shall have no further liability for the Company Wiring.

15. Dispute Resolution. All disputes under this Agreement shall be submitted to and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with broadband communications systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of 3 arbitrators, one of which shall be reasonably familiar with broadband systems and services. Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to collect from the non-prevailing party all costs of the arbitration, including reasonable attorneys' fees.

16. Marketing Support. The term "Marketing Support" shall include, but not be limited to, the Association's presentation of the Company's marketing materials for the Company's services, as set forth in the table below, to existing and prospective residents. Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company.

Marketed Services	Type of Support
All services offered by the Company	Exclusive

at the Premises.

17. Common Area Courtesy Video Outlet. The Company shall provide 3 outlet(s) at no charge to the Association at the Premises with Limited Basic and Expanded Basic level of service (the "Video Courtesy Outlets"). The Association acknowledges and agrees that it is prohibited by federal copyright law, and the Company's agreement with its programming providers from ordering, purchasing, or exhibiting premium services or pay-per-view programming in the common areas of the Premises. The Association hereby covenants and agrees that it will not order, purchase, receive or exhibit premium services or pay-per-view programming in the common areas of the Premises, nor permit any other person to do so. In the event the Association engages, authorizes or permits any of the conduct described above, in addition to any other remedies available at equity or at law, the Company may terminate the Video Courtesy Outlets. The Association shall return any equipment provided by the Company for use with the Video Courtesy Outlets within 10 days of the expiration or termination of this Agreement. The Association shall reimburse the Company for the Company's costs to replace any receivers or remotes issued to the Association that are lost, stolen, missing or damaged within 30 days of receipt of an invoice from the Company.

18. Miscellaneous.

a) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation.

b) Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Association sells, assigns, transfers or otherwise conveys the Premises to a third party, the Association shall give the Company prior written notice of such change of ownership or control. The Association shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Association:

Creciente Condominium Association, Inc.
7150 Estero Boulevard
Fort Myers Beach, FL 33931
Attn.: Board of Directors

If to the Company:

Comcast of the South, Inc.
12641 Corporate Lakes Drive
Fort Myers, FL 33913
Attn.: Commercial Development

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
Philadelphia, PA 19103
Attn.: General Counsel

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 18(e), each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Association or the Company to reasonably conduct its business.

h) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

i) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ASSOCIATION

WITNESS/ATTEST

Creciente Condominium Association, Inc.

Merrie Hagnon
Name: Merrie Hagnon

By: Gail Carpenter
Name: GAIL CARPENTER
Title: President

COMPANY

ATTEST:

Comcast of the South, Inc.

Name: _____

By: _____
Name: Amy Smith
Title: Regional Senior Vice President, Florida
Region

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 15th day of OCTOBER, 2012
by GAIL CARPENTER, the PRESIDENT of Creciente Condominium Association, Inc., on behalf of said entity.
He/she is personally known to me or has presented _____ (type of
identification) as identification and did/did not take an oath.

Witness my hand and official seal.



Sharon M. Morrison
SHARON M. MORRISON Notary Public
(Print Name)

My commission expires: 2/28/16

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201____
by Amy Smith, of Comcast of the South, Inc., on behalf of said entity. He/She is personally
known to me or has presented _____ (type of identification) as
identification and did/did not take an oath.

Witness my hand and official seal.

(Print Name) Notary Public

My Commission expires: _____

EXHIBIT A

(see attached)

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GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated November 1, 2012, by and between Comcast of the South, Inc., with an address of, 12641, Fort Myers Fl 33913 its successors and assigns, hereinafter referred to as "Grantee" and Creciente Condominium Association, Inc., with an address of 7146, 7148 and 7150 Estero Boulevard, Fort Myers Beach FL 33931 hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to a Services Agreement dated ~~11/1/2012~~ 2012, pursuant to which the Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar (\$1.00), the Grantor(s), owner(s) of the Premises described below, hereby grant(s) to the Grantee, its successors and assigns, a non-exclusive easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time subject to the terms of the Services Agreement a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located in Lee County, Florida described as follows:

LEGAL DESCRIPTION:

(See Attached)

The Grantor(s) agree(s) for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Company Wiring and shall have free access to said Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the term of the Services Agreement and for a period of 6 months after the termination of the Services Agreement thereafter. .

IN WITNESS WHEREOF, the parties hereto have caused this Easement to, be executed by their duly authorized representatives as of the date first written above.

GRANTOR

WITNESS/ATTEST:

Creciente Condominium Association, Inc.

Merrie Gagnon
Name: Merrie Gagnon

By: Gail Carpenter
Name: GAIL CARPENTER
Title: President

GRANTEE

ATTEST:

Comcast of the South, Inc.

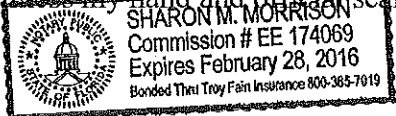
Name: _____

By: _____
Name: Amy Smith
Title: Regional Senior Vice President, Florida Region

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 15th day of OCTOBER, 2012
by GAIL CARPENTER, the PRESIDENT of Creciente Condominium Association,
Inc., on behalf of said entity. He/she is personally known to me or has presented
(type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.



Sharon M. Morrison
SHARON M. MORRISON Notary Public
(Print Name)

My commission expires: 2/28/16

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201____
by Amy Smith, the Regional Senior Vice President, Florida Region of Comcast of the South, Inc.,
on behalf of said entity. He/She is personally known to me or has presented
_____ (type of identification) as identification and did/did not take an
oath.

Witness my hand and official seal.

Notary Public
(Print Name)

My Commission expires: _____

LEGAL DESCRIPTION

[see attached]



December 13, 2012

Creciente Condominium Association, Inc.
7150 Estero Blvd
Fort Myers Beach, FL 33931
Attn: Board of Directors

Creciente

Dear Valued Cable Customer:

Enclosed please find your completely executed Bulk Services Agreement for Creciente.

If you have any questions about your new Agreement, please call me at 239-415-4774. I will be happy to be of service to you.

Sincerely,

Melissa Mercer
Commercial Development
Account Executive

to its channel line-up without liability to the Association or anyone claiming through the Association. The Company shall not be liable for failure to deliver any programming which is caused by the failure of the programmer to deliver or make such programming available to the Company or any other reason beyond the reasonable control of the Company.

6. This Bulk Addendum shall be effective as of the date set forth above and shall continue for a term concurrent with the term of the Agreement, unless earlier terminated. In the event this Bulk Addendum is terminated by either party for any reason, the Company shall have the right to continue to provide the Services to individual residents pursuant to contracts between the Company and such residents in accordance with the Agreement.
7. may not sell, offer for sale or resell any of the services contemplated by this Bulk The Association Addendum without the prior written consent of the Company.

SERVICES AGREEMENT

(this "Agreement") is made and entered into on THIS SERVICES AGREEMENT November 1, 2012, by and between Comcast of the South, Inc.(the "Company") and Creciente Condominium Association, Inc.(the "Association") who owns or has control over certain real estate and improvements thereon located at 7146, 7148 and 7150 Estero Blvd. Fort Myers, FL 33931 (the "Premises"), commonly known as "Creciente," consisting of 172 residential units plus any units added or constructed in the future.

The Company has been granted a franchise by an authorized governmental agency (the , "Franchise Authority") to construct and operate a cable communications system in Fort Myers Florida (the "Franchise Area"). The Association desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the "Services") and the Company is willing to install, maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

The parties, for good and valuable consideration, intending to be legally bound, agree as follows:

1. Wiring.

a) Premises Wiring. The Company has installed all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices up to and including the Company's tap (collectively, the "Company Wiring"). The cable home run wiring consisting of the coaxial wiring after the Company's tap to the first splitter within each unit has also been installed at the Premises. All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation of the wiring as set forth in this Section.

b) The System. The System shall consist of the Company Wiring and the cable home run wiring.

c) Use and Maintenance of Wiring. The Association has the authority to grant and does hereby grant to the Company, at its expense, during the term hereof the right to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Association nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose during the term of this Agreement. The Company's installation and/or use of the cable home wiring consisting of the coaxial wiring after the first splitter within the units, or any telephony wiring owned by the individual unit owner inside the individual units shall be governed by separate agreements between the Company and the individual unit owners. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Association within the units that may become necessary or useful for the provision of the Services

to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

d) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System except as otherwise provided in this Agreement.

e) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring is and will remain the property of the Association.

2. Easement. The Association has the authority to grant and does hereby grant to the Company a non-exclusive easement over and across the Premises to operate the Company Wiring, and shall cause such easement to run with the Premises for the term of this Agreement and for a period of six (6) months thereafter. The Association hereby agrees to execute the form of easement attached hereto as Exhibit A.

3. Access. The Association shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Company shall use commercially reasonable efforts not to disturb the quiet use and enjoyment of the Premises by the Association or the individual unit owners. The Association shall supply the names and unit numbers of residents at reasonable intervals. The Association shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.

4. Delivery of Services. The Association has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Association shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises.

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no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

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notify the non-defaulting party that no default occurred and provide reasonable proof thereof, (ii) cure the default, or (iii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company lacks authority to continue to provide the Services to the Premises due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

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Marketed Services	Type of Support
All services offered by the Company	Exclusive

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17. Common Area Courtesy Video Outlet. The Company shall provide 3 outlet(s) at no charge to the Association at the Premises with Limited Basic and Expanded Basic level of service (the "Video Courtesy Outlets"). The Association acknowledges and agrees that it is prohibited by federal copyright law, and the Company's agreement with its programming providers from ordering, purchasing, or exhibiting premium services or pay-per-view programming in the common areas of the Premises. The Association hereby covenants and agrees that it will not order, purchase, receive or exhibit premium services or pay-per-view programming in the common areas of the Premises, nor permit any other person to do so. In the event the Association engages, authorizes or permits any of the conduct described above, in addition to any other remedies available at equity or at law, the Company may terminate the Video Courtesy Outlets. The Association shall return any equipment provided by the Company for use with the Video Courtesy Outlets within 10 days of the expiration or termination of this Agreement. The Association shall reimburse the Company for the Company's costs to replace any receivers or remotes issued to the Association that are lost, stolen, missing or damaged within 30 days of receipt of an invoice from the Company.

18. Miscellaneous.

a) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation.

b) Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Association sells, assigns, transfers or otherwise conveys the Premises to a third party, the Association shall give the Company prior written notice of such change of ownership or control. The Association shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Association:

Creciente Condominium Association, Inc.
7150 Estero Boulevard
Fort Myers Beach, FL33931
Attn.: Board of Directors

If to the Company:

Comcast of the South, Inc.
12641 Corporate Lakes Drive
Fort Myers, FL33913
Attn.: Commercial Development

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
Philadelphia, PA 19103
Attn.: General Counsel

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 18(c), each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Association or the Company to reasonably conduct its business.

h) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

i) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

WITNESS/ATTEST

Merrie Hagnon
Name: Merrie Hagnon

ATTEST:

Roxanne Hirtner
Name: Roxanne Hirtner

ASSOCIATION

Creciente Condominium Association, Inc.

By: Gail Carpenter
Name: GAIL CARPENTER
Title: President

COMPANY

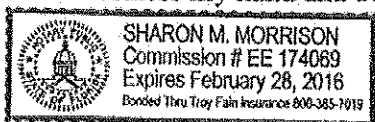
Comcast of the South, Inc.

By: Amy Smith
Name: Amy Smith
Title: Regional Senior Vice President, Florida Region

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 15th day of OCTOBER, 2012
by GAIL CARPENTER the PRESIDENT of Crecente Condominium Association, Inc., on behalf of said entity.
He/she is personally known to me or has presented _____ (type of
identification) as identification and did/did not take an oath.

Witness my hand and official seal.



Sharon M. Morrison
SHARON M. MORRISON Notary Public
(Print Name)

My commission expires: 2/28/16

STATE OF Florida)
) ss.
COUNTY OF Sarasota)

The foregoing instrument was acknowledged before me this 20th day of November, 2012
by Amy Smith, of Comcast of the South, Inc., on behalf of said entity. He/She is personally
known to me or has presented _____ (type of identification) as
identification and did/did not take an oath.

Witness my hand and official seal.



ROXANNE HIRTER
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD973116
EXPIRES 6/13/2014
BONDED THRU 1-888-NOTARY1

Roxanne Hirter
Roxanne Hirter Notary Public
(Print Name)

My Commission expires: 6/13/14

EXHIBIT A

(see attached)

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GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated November 1, 2012, by and between Comcast of the South, Inc., with an address of, 12641, Fort Myers Fl 33913 its successors and assigns, hereinafter referred to as "Grantee" and Creciente Condominium Association, Inc., with an address of 7146, 7148 and 7150 Estero Boulevard, Fort Myers Beach FL 33931 hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to a Services Agreement dated 11/1/2012 2012, pursuant to which the Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar (\$1.00), the Grantor(s), owner(s) of the Premises described below, hereby grant(s) to the Grantee, its successors and assigns, a non-exclusive easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time subject to the terms of the Services Agreement a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located in Lee County, Florida described as follows:

LEGAL DESCRIPTION:

(See Attached)

The Grantor(s) agree(s) for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Company Wiring and shall have free access to said Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the term of the Services Agreement and for a period of 6 months after the termination of the Services Agreement thereafter. .

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

GRANTOR

WITNESS/ATTEST:

Creciente Condominium Association, Inc.

Merrilee Gagnon
Name: Merrilee Gagnon

By: Gail Carpenter
Name: GAIL CARPENTER
Title: President

GRANTEE

ATTEST:

Comcast of the South, Inc.

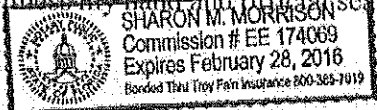
Roxanne Hirtler
Name: Roxanne Hirtler

By: Amy Smith
Name: Amy Smith
Title: Regional Senior Vice President, Florida Region

STATE OF FLORIDA)
COUNTY OF LEE) ss.

The foregoing instrument was acknowledged before me this 15th day of OCTOBER, 2012 by GAIL CARPENTER, the PRESIDENT of Creciente Condominium Association, Inc., on behalf of said entity. He/she is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.



Sharon M. Morrison
Sharon M. Morrison Notary Public
(Print Name)

My commission expires: 2/28/16

STATE OF Florida)
COUNTY OF Sarasota) ss.

The foregoing instrument was acknowledged before me this 20th day of November, 2012 by Amy Smith, the Regional Senior Vice President, Florida Region of Comcast of the South, Inc., on behalf of said entity. He/She is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.



ROXANNE HIRTER
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD973116
EXPIRES 6/13/2014
BONDED THRU 1-888-NOTARY1

Roxanne Hirter
Roxanne Hirter Notary Public
(Print Name)

My Commission expires: 6/13/14

LEGAL DESCRIPTION

[see attached]

卷之四十七

INX ENGINEERING, INC.
2247 FOWLER ST.
FORT MYERS, FLA.

DESCRIPTION OF PROPERTY

[illegible][illegible]

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DESCRIPTION OF COMMON ELEMENTS	COMMON ELEMENTS
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2. The second element is the atomic number of the element, which is the number of protons in the nucleus of the element.	2. The second element is the atomic number of the element, which is the number of protons in the nucleus of the element.
3. The third element is the symbol of the element, which is a one- or two-letter abbreviation of the element's name.	3. The third element is the symbol of the element, which is a one- or two-letter abbreviation of the element's name.
4. The fourth element is the atomic weight of the element, which is the average mass of the atoms of the element, taking into account the relative abundance of each isotope.	4. The fourth element is the atomic weight of the element, which is the average mass of the atoms of the element, taking into account the relative abundance of each isotope.
5. The fifth element is the group number of the element, which is the number of the column in the periodic table to which the element belongs.	5. The fifth element is the group number of the element, which is the number of the column in the periodic table to which the element belongs.
6. The sixth element is the period number of the element, which is the number of the row in the periodic table to which the element belongs.	6. The sixth element is the period number of the element, which is the number of the row in the periodic table to which the element belongs.
7. The seventh element is the block of the element, which is the part of the periodic table to which the element belongs (s-block, p-block, d-block, or f-block).	7. The seventh element is the block of the element, which is the part of the periodic table to which the element belongs (s-block, p-block, d-block, or f-block).
8. The eighth element is the classification of the element, which is the category to which the element belongs (metal, nonmetal, or metalloid).	8. The eighth element is the classification of the element, which is the category to which the element belongs (metal, nonmetal, or metalloid).
9. The ninth element is the discovery of the element, which is the year and the scientist(s) who discovered the element.	9. The ninth element is the discovery of the element, which is the year and the scientist(s) who discovered the element.
10. The tenth element is the use of the element, which is the list of the elements' most common uses.	10. The tenth element is the use of the element, which is the list of the elements' most common uses.

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SECTION

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CERTIFICATION

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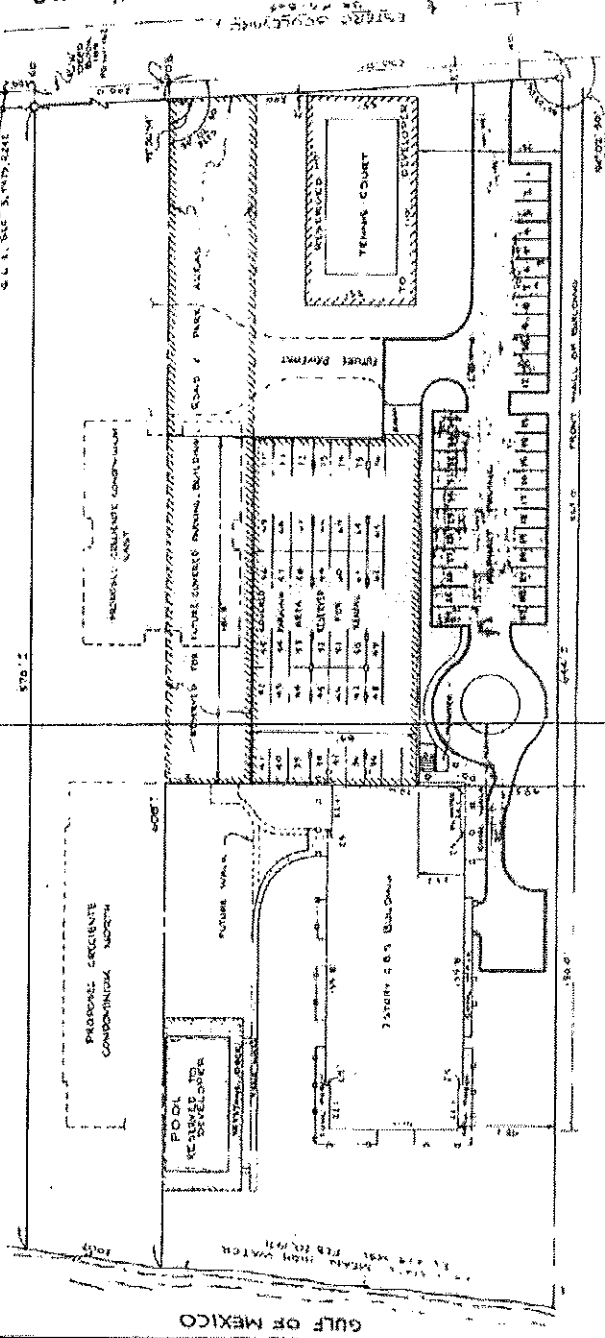


EXHIBIT "B"
THE CRECIENTE
CONDOMINIUM NORTH

INK ENGINEERING, INC.
280 PROFESSIONAL PLACE
NORTH FORT MYERS, FLA.

DATE: MARCH 1975
JOB NO. 1110
SHEET NO. 1 of 5

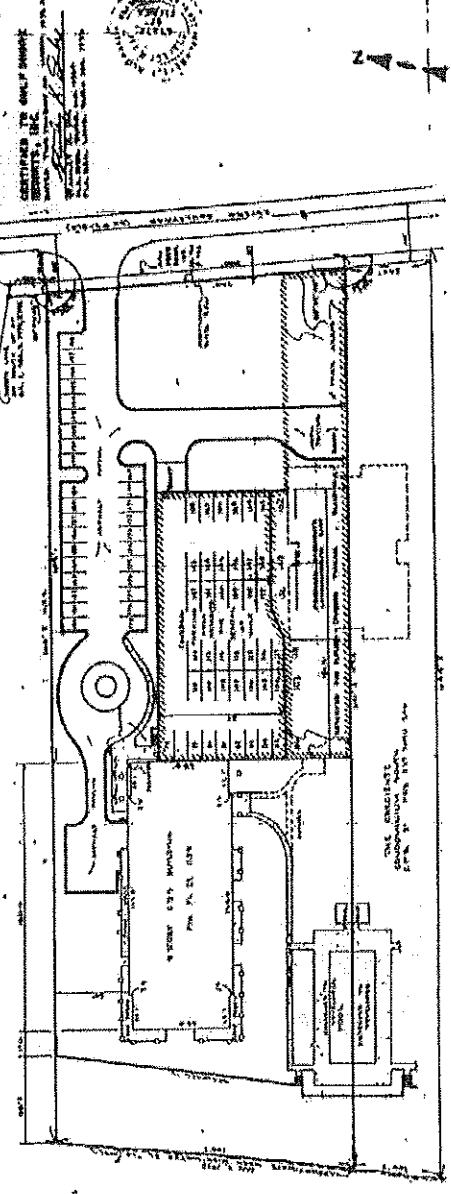
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UNIT 160	10.00
UNIT 161	10.00
UNIT 162	10.00
UNIT 163	10.00
UNIT 164	10.00
UNIT 165	10.00
UNIT 166	10.00
UNIT 167	10.00
UNIT 168	10.00
UNIT 169	10.00
UNIT 170	10.00
UNIT 171	10.00
UNIT 172	10.00
UNIT 173	10.00
UNIT 174	10.00
UNIT 175	10.00
UNIT 176	10.00
UNIT 177	10.00
UNIT 178	10.00
UNIT 179	10.00
UNIT 180	10.00
UNIT 181	10.00
UNIT 182	10.00
UNIT 183	10.00
UNIT 184	10.00
UNIT 185	10.00
UNIT 186	10.00
UNIT 187	10.00
UNIT 188	10.00
UNIT 189	10.00
UNIT 190	10.00
UNIT 191	10.00
UNIT 192	10.00
UNIT 193	10.00
UNIT 194	10.00
UNIT 195	10.00
UNIT 196	10.00
UNIT 197	10.00
UNIT 198	10.00
UNIT 199	10.00
UNIT 200	10.00

FINISHED FLOOR ELEVATION

DESCRIPTION OF PROPERTY

THE CRECIENTE CONDOMINIUM NORTH is a new residential development located in the City of Fort Myers, Florida. The property consists of 200 units, each with its own private parking space. The units are arranged in a U-shape around a central courtyard area. The development is situated on a large lot with a total area of approximately 10 acres. The units are designed to provide a comfortable and secure living environment for residents. The development is expected to be completed by the end of 1975.

DESCRIPTION OF PROPERTY
The Creciente Condominium North is a new residential development located in the City of Fort Myers, Florida. The property consists of 200 units, each with its own private parking space. The units are arranged in a U-shape around a central courtyard area. The development is situated on a large lot with a total area of approximately 10 acres. The units are designed to provide a comfortable and secure living environment for residents. The development is expected to be completed by the end of 1975.



SEE 1056 PG 804

THE CRESCIENTE

CONDOMINIUM EAST

INK ENGINEERING, INC.
2503 PROFESSIONAL PL.
N. PORT MYERS, FLORIDA

DATE: DECEMBER 1977
SCALE: 1/8" = 1'-0"
JOB NO. 2264
SHEET NO. 1 of 4

UNIT SCHEDULE

UNIT NO.	SQ. FT.	APPROX. PRICE
101	1,200	\$120,000
102	1,200	\$120,000
103	1,200	\$120,000
104	1,200	\$120,000
105	1,200	\$120,000
106	1,200	\$120,000
107	1,200	\$120,000
108	1,200	\$120,000
109	1,200	\$120,000
110	1,200	\$120,000
111	1,200	\$120,000
112	1,200	\$120,000
113	1,200	\$120,000
114	1,200	\$120,000
115	1,200	\$120,000
116	1,200	\$120,000
117	1,200	\$120,000
118	1,200	\$120,000
119	1,200	\$120,000
120	1,200	\$120,000
121	1,200	\$120,000
122	1,200	\$120,000
123	1,200	\$120,000
124	1,200	\$120,000
125	1,200	\$120,000
126	1,200	\$120,000
127	1,200	\$120,000
128	1,200	\$120,000
129	1,200	\$120,000
130	1,200	\$120,000
131	1,200	\$120,000
132	1,200	\$120,000
133	1,200	\$120,000
134	1,200	\$120,000
135	1,200	\$120,000
136	1,200	\$120,000
137	1,200	\$120,000
138	1,200	\$120,000
139	1,200	\$120,000
140	1,200	\$120,000
141	1,200	\$120,000
142	1,200	\$120,000
143	1,200	\$120,000
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145	1,200	\$120,000
146	1,200	\$120,000
147	1,200	\$120,000
148	1,200	\$120,000
149	1,200	\$120,000
150	1,200	\$120,000
151	1,200	\$120,000
152	1,200	\$120,000
153	1,200	\$120,000
154	1,200	\$120,000
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161	1,200	\$120,000
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183	1,200	\$120,000
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188	1,200	\$120,000
189	1,200	\$120,000
190	1,200	\$120,000
191	1,200	\$120,000
192	1,200	\$120,000
193	1,200	\$120,000
194	1,200	\$120,000
195	1,200	\$120,000
196	1,200	\$120,000
197	1,200	\$120,000
198	1,200	\$120,000
199	1,200	\$120,000
200	1,200	\$120,000

DESCRIPTION OF PROPERTY
The property is located in the City of Port Myers, Florida, and is bounded by the Gulf of Mexico to the south and by the Port Myers Canal to the east. The property is divided into two main sections, the North and South sections, each containing 100 units. The North section is located on the north side of the Port Myers Canal, and the South section is located on the south side of the Port Myers Canal. The property is bounded by the Port Myers Canal to the east and by the Gulf of Mexico to the south. The property is divided into two main sections, the North and South sections, each containing 100 units. The North section is located on the north side of the Port Myers Canal, and the South section is located on the south side of the Port Myers Canal. The property is bounded by the Port Myers Canal to the east and by the Gulf of Mexico to the south.

NOTES
1. The property is located in the City of Port Myers, Florida, and is bounded by the Gulf of Mexico to the south and by the Port Myers Canal to the east. The property is divided into two main sections, the North and South sections, each containing 100 units. The North section is located on the north side of the Port Myers Canal, and the South section is located on the south side of the Port Myers Canal. The property is bounded by the Port Myers Canal to the east and by the Gulf of Mexico to the south. The property is divided into two main sections, the North and South sections, each containing 100 units. The North section is located on the north side of the Port Myers Canal, and the South section is located on the south side of the Port Myers Canal. The property is bounded by the Port Myers Canal to the east and by the Gulf of Mexico to the south.

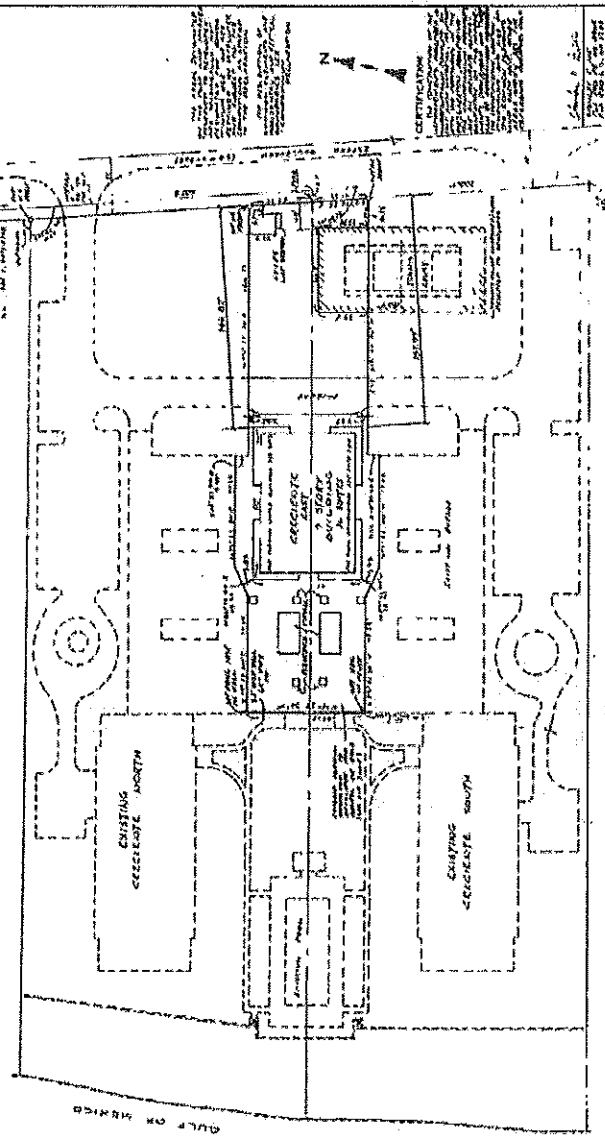


EXHIBIT B

BULK BILL ADDENDUM

THIS BULK BILL ADDENDUM (this "Bulk Addendum") is made and entered into on November 1, 2012, by and between Comcast of the South, Inc. (the "Company") and Creciente Condominium Association, Inc. (the "Association") who owns or has control over certain real estate and improvements thereon located at 7146, 7148, and 7150 Estero Blvd. Fort Myers, FL33931 (the "Premises"), consisting of 172 residential units. This Bulk Addendum supplements that certain Services Agreement dated NOVEMBER 1, 2012 by and between the Association and the Company (the "Agreement"). All undefined terms used herein shall have the same meaning ascribed to them in the Agreement.

1. The Company agrees to provide the Bulk Service to 1 outlet(s) in each of 172 units. As of the date of this Bulk Addendum, the Bulk Service consists of the channel lineup set forth on Exhibit C attached hereto which is subject to change from time to time. The Association shall pay the Company a monthly per unit service fee for the Bulk Service equal to \$33.99 per unit plus all applicable taxes and fees. The monthly per unit service fee may be increased by the Company upon 30 days written notice and such increase shall not exceed 4 % per year. *MJC*
2. acknowledges and understands that a digital adaptor is required to receive the Bulk Service. To the extent that a resident does not have such equipment in their unit as of the effective date of this Bulk Bill Addendum, the Company will provide 1 digital adaptor and 1 remote control, each capable of receiving the Bulk Service, per outlet provided that the resident enters into a separate agreement with the Company accepting responsibility for the adaptors, remote(s) and any services purchased which are additional to the Bulk Service. If a resident refuses to enter into such agreement or violates such agreement, the Company shall only be required to provide those portions of the Bulk Service, which do not require an adaptor without any reduction in the monthly per unit service fee. The type of digital adaptor and remote provided to the residents shall be at the Company's sole discretion.
3. service fees pursuant to this Bulk Addendum shall be due and payable upon Monthly per unit receipt of an invoice and shall be subject to administrative fees if not paid within 15 calendar days of receipt thereof. The Company may terminate this Bulk Addendum upon written notice to the Association in the event payment of the monthly per unit service fee remains unpaid for 60 days.
4. Any hearing impaired or legally blind unit resident who does not occupy the unit with a non-hearing impaired or sighted person, or any unit owner receiving supplemental security income under Title XVI of the Social Security Act or food assistance as administered by the Florida Department of Children and Families pursuant to Florida Statutes Section 414.31, may discontinue service under this Bulk Addendum without incurring disconnect fees, penalties or subsequent service charges.
5. acknowledges and agrees that the Company has the right at any time to preempt, The Association without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. The Company may in its discretion make additions, deletions or modifications

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5. acknowledges and agrees that the Company has the right at any time to preempt, The Association without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. The Company may in its discretion make additions, deletions or modifications

to its channel line-up without liability to the Association or anyone claiming through the Association. The Company shall not be liable for failure to deliver any programming which is caused by the failure of the programmer to deliver or make such programming available to the Company or any other reason beyond the reasonable control of the Company.

6. This Bulk Addendum shall be effective as of the date set forth above and shall continue for a term concurrent with the term of the Agreement, unless earlier terminated. In the event this Bulk Addendum is terminated by either party for any reason, the Company shall have the right to continue to provide the Services to individual residents pursuant to contracts between the Company and such residents in accordance with the Agreement.
7. may not sell, offer for sale or resell any of the services contemplated by this Bulk The Association Addendum without the prior written consent of the Company.

IMPORTANT INFORMATION FOR CRECIENTE RESIDENTS



1847 - T6 P1 *****AUTO**MIXED AADC
334
Sharon Morrison
7150 Estero Blvd Apt 105
Ft Myers Bch FL 33931-4726

Dear Resident of **Creciente**,

The Board Members of Creciente and Comcast have come to a new XFINITY® TV service agreement. Effective March 1, 2013 you are entitled to receive Digital Starter service with 1 Digital Adapter. Residents who currently have additional Digital Adapters will be billed \$1.99 per month per Digital Adapter.

Questions regarding your community's new service agreement should be directed to your association's Board of Directors. To speak with a Comcast Representative please call **1-800-XFINITY**.

Thank you for being an XFINITY customer!

Sincerely,

Comcast