

JOINT VENTURE AGREEMENT

This Joint Venture Agreement is executed by and between U.S. Homes, Inc., an Arizona Corporation ("US Homes"), FIRST OXFORD FINANCIAL GROUP ("First Oxford"), DORN HOMES, INC., an Arizona Corporation ("Dorn), SUNRISE VISTA HOMEOWNERS ASSOCIATION ("Sunrise Vista"), SUNRISE POINTE HOMEOWNERS ASSOCIATION ("Sunrise Point") and THE LEGENDS AT SANTA RITA SPRINGS HOMEOWNERS ASSOCIATION ("The Legends") as follows:

WHEREAS, the Parties to this Agreement wish to enter into a Joint Venture Agreement to provide gates for the entrances to the planned communities of Sunrise Vista, Sunrise Pointe and The Legends;

WHEREAS, the costs for the construction of the gates and for maintaining the gates shall be allocated as provided in this Agreement.

NOW THEREFORE, it is hereby agreed as follows:

1. Dorn shall be responsible for the construction of four gates at the entrances of Sunrise Vista, Sunrise Pointe and The Legends.
2. The residents of Sunrise Vista, Sunrise Pointe and The Legends shall each be entitled to access to the gates at all times.
3. US Homes shall pay to Dorn Five Thousand Dollars (\$5,000) to assist in the cost of construction of the gates.
4. First Oxford shall pay to Dorn Seven Thousand Dollars (\$7,000) to assist in the cost of construction of the gates.
5. Sunrise Vista and Sunrise Pointe shall collect Eighty Cents (\$0.80) each month, on each lot within their subdivisions. Such Eighty Cents (\$0.80) shall be paid to The Legends

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DORN HOMES

prior to the tenth (10th) day of each month. The Legends shall be responsible to maintain the gates in working order. Such Eighty Cent (\$0.80) fee shall be adjusted by agreement among Sunrise Vista, Sunrise Pointe and The Legends, from time to time to ensure all residents are paying approximately their proportionate share of expenses related to the gate maintenance.

6. Sunrise Vista, Sunrise Pointe and The Legends shall each amend their CC&R's to provide that the owners of lots within their subdivisions are responsible for complying with the terms of this Joint Venture Agreement.

(REVISION TO BE COMPLETED AT NO COST/TIME TO U.S. HOME)

This Agreement is dated this 18 day of MARCH, 1999.

U.S. HOME, INC., an Arizona Corporation

By: STEVE SIDOTI
Its: v.p.

FIRST OXFORD FINANCIAL GROUP

By: _____
Its: _____

DORN HOMES, INC., an Arizona Corporation

By: [Signature]
Its: President

SUNRISE VISTA HOMEOWNERS ASSOCIATION

By: _____
Its: _____

SUNRISE POINTE HOMEOWNERS ASSOCIATION

By: J. K. [Signature]
Its: President

THE LEGENDS AT SANTA RITA SPRINGS

By: [Signature]
Its: _____

FROM : FirstOxfordFinancial/Thompson PHONE NO. : 972 5039842
Lynn Jones

Feb. 07 1999 08:41AM P4
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This Agreement is dated this ___ day of _____, 1998.

U.S. HOMES, INC., an Arizona Corporation

By: _____
Its: _____

FIRST OXFORD FINANCIAL GROUP, INC.

By: [Signature]
Its: President

DORN HOMES, INC., an Arizona Corporation

By: [Signature]
Its: President

SUNRISE VISTA HOMEOWNERS ASSOCIATION

By: _____
Its: _____

Extra page with additional signature.

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DORN HOMES

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(REVISION TO BE COMPLETED AT NO COST/TIME TO U.S. HOME)

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1999

U.S. HOME, INC., an Arizona Corporation

By: [Signature]
Its: v.p.

FIRST OXFORD FINANCIAL GROUP

By: _____
Its: _____

DORN HOMES, INC., an Arizona Corporation

By: [Signature]
Its: President

SUNRISE VISTA HOMEOWNERS ASSOCIATION

By: _____
Its: _____

SUNRISE POINTE HOMEOWNERS ASSOCIATION

By: J. K. [Signature]
Its: President

THE LEGENDS AT SANTA RITA SPRINGS

By: [Signature]
Its: _____

FROM : FirstOxfordFinancial/Thompson PHONE NO. : 972 5039842
Lern Jones

Feb. 07 1999 08:41AM P4
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U.S. HOMES, INC., an Arizona Corporation

By: _____
Its: _____

FIRST OXFORD FINANCIAL GROUP, INC.

By: [Signature]
Its: President

DORN HOMES, INC., an Arizona Corporation

By: [Signature]
Its: President

SUNRISE VISTA HOMEOWNERS ASSOCIATION

By: _____
Its: _____

Extra page with additional signature.