CHARLOTTE COUNTY CLERK OF CIRCUIT COURT OR BOOK: 4390, PGS: 2054 , PAGE: 1 OF 6
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STATE OF FLORIDA

COUNTY OF CHARLOTTE

Cross-Reference to Charter: O.R. Book 4105
Page 15
Cross-Reference to Supplement: O.R. Book 4333
Page 1881

FIRST AMENDMENT TO THE SUPPLEMENT TO THE COMMUNITY CHARTER FOR BABCOCK RANCH RESIDENTIAL PROPERTIES

(Ph. 1B1 and Ph. 1B1NE)

THIS FIRST AMENDMENT TO THE SUPPLEMENT to the Community Charter for Babcock Ranch Residential Properties ("**Amendment**") is made this 3rd day of December, 2018, by Babcock Property Holdings, L.L.C., a Delaware limited liability company ("**Founder**").

WITNESSETH

WHEREAS, on July 22, 2016, Founder filed that certain Community Charter for Babcock Ranch Residential Properties, which was recorded as Instrument No. 2453865 in Official Records Book 4105, Page 15, *et seq.*, of the Public Records of Charlotte County, Florida ("**Charter**"); and

WHEREAS, pursuant to the terms of Sections 17.1 and 17.3 of the Charter, the Founder may execute and record a Supplement to the Charter submitting to the terms of the Charter all or any portion of the additional property described in Exhibit "B" to the Charter (the "**Expansion Property**") and/or imposing additional covenants and easements on any property submitted thereby or previously submitted to the Charter; and

WHEREAS, pursuant to Sections 3.2 and 3.3 of the Charter, any Supplement may assign the real property described therein to one or more Delegate Districts for purposes of representative voting on matters presented for a vote of the Association's membership and to one or more Service Areas for purposes of receiving special benefits or services from the Association; and

WHEREAS, the Founder executed and filed that certain Supplement to the Community Charter for Babcock Ranch Residential Properties which was recorded on July 3, 2018 as Instrument No. 2626739 in Official Records Book 4333, Page 1881, *et seq.*, of the Public Records of Charlotte County, Florida ("**Phase 1B1 Supplement**"), submitting to the terms of the Charter and the Phase 1B1 Supplement and to the jurisdiction of Babcock Ranch Residential Association, Inc. a Florida corporation not-for-profit ("**Association**"), a portion of the Expansion Property, such portion being described in Exhibit "A" of the Phase 1B1 Supplement (the "**Additional Property**");

WHEREAS, pursuant to Section 4.1 of the Phase 1B1 Supplement, during the Founder Control Period (as defined in the Charter), the Founder may unilaterally amend the Phase 1B1 Supplement for any purpose; and

WHEREAS, the Founder Control Period has not terminated and the Founder desires to amend the Phase 1B1 Supplement to expand the description of the Additional Property on Exhibit "A" thereof to include the property described on the Ph. 1B1NE Plat referenced in Exhibit "A," to assign certain Units within the Additional Property owned by the Founder to a Service Area and to impose certain additional covenants and easements relating to such Service Area;

NOW, THEREFORE, pursuant to the powers retained by the Founder under the Charter and Section 4.1 of the Phase 1B1 Supplement, the Founder hereby amends the Phase 1B1 Supplement by deleting Exhibit "A" and Exhibit "B" attached thereto and replacing them with Exhibit "A" and Exhibit "B" attached to this Amendment. All of the property described on Exhibit "A" attached hereto shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Charter and the Phase 1B1 Supplement as amended hereby, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of the Phase 1B1 Supplement, as amended hereby, shall also be binding upon the Association in accordance with the terms of the Charter.

[continued on next page]

IN WITNESS WHEREOF, the Founder has executed this Amendment by and through its authorized representatives as of the date and year first above written.

FOUNDER: **BABCOCK PROPERTY HOLDINGS, L.L.C.,** a Delaware limited liability company

By: _____
Name: Richard P. Severance
Its: President

Address: 42850 Crescent Loop, Suite 200
Babcock Ranch, FL 33982

Signed, sealed and delivered
in the presence of:

Kathleen E. Valentine
Print Name: Kathleen E. Valentine

Jacqueline S. Gardner
Print Name: Jacqueline S. Gardner

STATE OF FLORIDA

COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 3rd day of December, 2018, by Richard P. Severance, as President of BABCOCK PROPERTY HOLDINGS, L.L.C., a Delaware limited liability company, on behalf of such limited liability company. He/she is personally known to me and did not take an oath.

Given under my hand and official seal this 3rd day of December, 2018.

[SEAL]

Kathleen Ellen Valentine
Title: Notary Public
Serial Number, if any GG 026257
My Commission Expires: 9/28/2020

This document was prepared by:
Jo Anne P. Stubblefield
HYATT & STUBBLEFIELD, P.C.
233 Peachtree Street, NE, Suite 1200
Atlanta, Georgia 30303

KATHLEEN ELLEN VALENTINE
MY COMMISSION # GG 026257
EXPIRES: September 28, 2020
Bonded Thru Notary Public Underwriters

5972.01/CADocs/1st Amend-Supp-Resid Ph 1B1/111418/jps

EXHIBIT "A"

Additional Property

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Sections 29, 30, 31, & 32, Township 42 South, Range 26 East, Charlotte County, Florida, and being more particularly described as Lots 194-369, Lots 435-496, Tracts A-10 through A-17, Tracts D-6 through D-17, Tracts I-10 through I-12, Tracts I-14 through I-19, Tract I-21, Tract I-23, and Tracts R-6 through R-8, on that certain subdivision plat entitled BABCOCK RANCH COMMUNITY PHASE 1B1, recorded in Plat Book 22, Pages 10A-10Z1 of the official public records of Charlotte County, Florida, as such property may be replatted from time to time or as such plat may be revised or amended ("**Ph. 1B1 Plat**");

TOGETHER WITH:

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 29, Township 42 South, Range 26 East, Charlotte County, Florida, and being more particularly described as Lots 370 through 434, inclusive, and Lots 805 through 824, inclusive, Tract I-13, Tract I-20 and Tract I-22, all as shown on that certain subdivision plat entitled BABCOCK RANCH COMMUNITY PHASE 1B1 NORTHEAST, recorded in Plat Book 22, Pages 20A-20G of the official public records of Charlotte County, Florida, as such property may be replatted from time to time or as such plat may be revised or amended ("**Ph. 1B1 NE Plat**").

Delegate District Designations:
The lots within the Additional Property are hereby assigned to Delegate Districts as follows (such Districts being subject to expansion as additional property is submitted to the Charter):

Plat	Lots	Delegate District
Ph. 1B1 Plat	Lots 194-227, 267-294, 305-329, 330-338	3
Ph. 1B1 Plat	Lots 228-266, 295-304, 435-496	4
Ph. 1B1 Plat	Lots 339-369	5
Ph. 1B1NE Plat	Lots 370 -434 and Lots 805-824	5

Service Area Designations:
Lots within the Additional Property are hereby assigned to Service Areas as follows:

Plat	Lots	Service Area No.	Purpose
Ph. 1B1 Plat	Lots 228-369	6	Landscape maintenance per Ex. B, Section 1
Ph. 1B1NE Plat	Lots 370-434 and Lots 805-824	6	Landscape maintenance per Ex. B, Section 1

EXHIBIT "B"

Additional Covenants, Restrictions and Easements

1. Service Area No. 6 (Landscape Maintenance).

(a) Pursuant to Section 10.2(a) of the Charter, the Association shall be responsible for performing, or causing to be performed, on behalf of the Owners of all Units within Service Area No. 6, the following services on Units and on property adjacent to Units to the extent that the Owners would otherwise be responsible pursuant to Section 6.1 of the Charter, all on such schedule as the Board determines appropriate consistent with the Community-Wide Standard:

(i) mowing and fertilizing of lawns;

(ii) edging along sidewalks, driveways, and shrub beds; and

(iii) fertilizing and pruning of trees and shrubbery, mulching around trees and shrub beds, monthly weed control in bed areas, and treating shrubbery for disease and insects as the Board deems appropriate;

except that the Association shall have no responsibility for lawns, shrubbery, or other landscaping located within any patio or courtyard area of the Unit, removal or replacement of dead or diseased trees, lawns and other plant material on such Owner's Unit, or improvements or modifications added or made by anyone other than the Association after conveyance of the Unit by the Builder, all of which shall be the Owner's responsibility unless the Association expressly assumes such responsibility in writing. No Person shall remove or modify existing landscaping on a Unit without prior approval of the Association and such approval as required under Article 5 of the Charter.

Each Owner of a Unit in Service Area No. 6 shall be responsible for performing all maintenance required on the Unit except that which is the Association's responsibility hereunder, including maintaining any irrigation system located on such Owner's Unit. Each Owner shall irrigate the landscaping on such Owner's Unit as needed to keep it in a healthy, attractive condition, subject to any local ordinances that may from time to time restrict outside use of water.

The Association's responsibilities under this Section 1 shall commence as to each Unit upon completion of and issuance of a certificate of occupancy for a dwelling on the Unit in accordance with the plans approved pursuant to Chapter 5 of the Charter and conveyance of such Unit by the Builder. Until such time, the Builder shall be responsible for all maintenance on the Unit.

(b) Pursuant to Section 12.2(c) of the Charter, the Board shall allocate the costs that the Association incurs in providing maintenance to Units pursuant to this Section equally among all Units in the Service Area as to which the Association's responsibilities have commenced pursuant to the preceding paragraph, subject to the right of the Association to recover from the Owner of a Unit any costs incurred in maintaining, repairing or replacing any landscaping due to damage caused by the negligence or other actions of the Owner or any occupant of the Unit, or their guests or invitees. If an Owner undertakes to perform maintenance which would otherwise be performed by the Association under this Section 1, there shall be no

EXHIBIT "B"

Additional Covenants, Restrictions and Easements

(continued)

reduction or abatement in the Service Area Assessment levied on such Unit hereunder by reason of the Owner providing such maintenance.

2. Easement for Maintenance. The Association shall have a perpetual, non-exclusive easement over the Units for the purpose of performing its maintenance responsibilities hereunder and under the Charter, which easement may be exercised by the Association, its officers, directors, employees, agents and contractors, and entry upon any Unit for such purpose shall not be deemed a trespass. Each Owner shall clear the lawn and sidewalks on such Owner's Unit and adjacent rights-of-way of personal property and obstructions and provide access through an unlocked gate into, and remove pets from, any fenced area, on days when landscape maintenance is scheduled to be performed (as the Board may determine and announce from time to time), to enable the Association's personnel or contractors to perform such maintenance.