CHARLOTTE COUNTY CLERK OF CIRCUIT COURT OR BOOK: 4421, PGS: 2091 , PAGE: 1 OF 10
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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 4250
Page 928

AMENDED AND RESTATED SUPPLEMENT TO THE COMMUNITY CHARTER FOR BABCOCK RANCH RESIDENTIAL PROPERTIES

(Ph. 2A and Ph. 2B)

THIS AMENDED AND RESTATED SUPPLEMENT to the Community Charter for Babcock Ranch Residential Properties ("**Supplement**") is made this 25th day of February 2019, 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, any Supplement shall be executed by the Founder and the Owner of the property described therein, if not the Founder;

WHEREAS, the Founder executed and filed that certain Supplement to the Community Charter for Babcock Ranch Residential Properties which was recorded on October 31, 2017 as Instrument No. 2562060 in Official Records Book 4250, Page 928, *et seq.*, of the Public Records of Charlotte County, Florida ("**Original Supplement**"), submitting to the terms of the Charter and such Supplement certain real property described in Exhibit "A" thereof;

WHEREAS, pursuant to Section 4.1 of the Original Supplement, during the Development and Sale Period, the Founder may unilaterally amend the Original Supplement to submit additional property to its terms and, provided the amendment has no material adverse effect upon any right of any Owner without such Owner's consent in writing, for any other purpose;

WHEREAS, the Founder desires to amend and restate the Original Supplement to submit additional property to the terms of the Charter and the Original Supplement, as amended hereby, to annex such additional property into the jurisdiction of Babcock Ranch Residential Association, Inc. a Florida corporation not-for-profit ("**Association**"), and to assign it to Delegate Districts and Service Areas as described herein;

NOW, THEREFORE, pursuant to the powers retained by Founder under the Charter and the Original Supplement, Founder hereby amends and restates the Original Supplement to read as set forth herein. All of the property described in Exhibit "A" attached hereto (the "**Additional Property**") shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Charter and this Supplement, which shall run with the title to the Additional Property and shall be binding upon all persons having any right, title, or any interest in the Additional Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplement shall also be binding upon and inure to the benefit of the Association, in accordance with the terms of the Charter.

ARTICLE I
Definitions

The definitions set forth in Chapter 1 of the Charter are incorporated by reference in this Supplement.

ARTICLE II
Designation of Delegate Districts and Service Areas

Pursuant to Chapter 3 of the Charter, the Additional Property shall be assigned to that Delegate District (or those Delegate Districts) and to that Service Area (or those Service Areas), if any, designated on Exhibit "A" to this Supplement.

ARTICLE III
Additional Covenants, Restrictions and Easements

The additional covenants, restrictions and easements, if any, set forth in Exhibit "B" of this Supplement shall apply to those portions of the Additional Property specified in Exhibit "B" and shall be binding upon the owners and occupants of Units within the specified portions of the Additional Property, their guests and invitees, in addition to the terms of the Charter.

ARTICLE IV
Amendment

4.1. By Founder.

Until termination of the Founder Control Period, the Founder may unilaterally amend this Supplement for any purpose. Thereafter, the Founder may unilaterally amend this Supplement if such amendment is necessary: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (d) to satisfy the requirements of any local, state or federal governmental agency. In addition, during the Development and Sale Period, the Founder may unilaterally amend this Supplement to submit additional property to the terms hereof, to reflect any revisions or amendments to any plats referenced on Exhibit "A" hereof, and, provided the amendment has no material adverse effect upon any right of any Owner without such Owner's consent in writing, for any other purpose. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing.

Notwithstanding this reserved right, a revision or amendment to a plat shall not require an amendment to this Supplement so long as no property is added or excluded from the plat by the revision or amendment thereto. The Founder reserves the right to record revised, amended, or additional plats that only affect internal boundaries between lots, combine lots, or subdivide lots shown on the original plat and, so long as they do not alter the overall property submitted to the Charter by this Supplement, such revised, amended or additional plats shall not necessitate an amendment to this Supplement.

4.2. By Owners.

Except as otherwise specifically provided above, this Supplement may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners of at least 67% of the Units within the Additional Property and the written consent of the Association, acting through its board of directors. In addition, so long as the Founder owns any Unit within the Additional Property, the consent of the Founder shall be required.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

4.3. Validity and Effective Date.

No amendment may remove, revoke, or modify any right or privilege of the Founder or without the written consent of the Founder (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Supplement, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording, unless a later effective date is specified in the amendment. No action to challenge the validity of an amendment may be brought more than two years after its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Supplement.

[continued on next page]

IN WITNESS WHEREOF, the Founder hereby executes this Supplement by and through its authorized representatives on 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:

Sheila Nicoloff
Print Name: Sheila Nicoloff

Kathleen E. Valentine
Print Name: Kathleen E. Valentine

STATE OF FLORIDA

COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 25th day of February, 2019, 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 25th day of February, 2019.

[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/Supp-Resid/Ph. 2A, 2B/061518/jps

EXHIBIT "A"

Additional Property

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 42 South, Range 26 East, Charlotte County, Florida, and being more particularly described on that certain subdivision plat entitled BABCOCK RANCH COMMUNITY PHASE 2A, recorded on September 28, 2017 in Plat Book 22, Page 11A-11J 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. 2A Plat**");

TOGETHER WITH:

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 42 South, Range 26 East, Charlotte County, Florida, and being more particularly described on that certain subdivision plat entitled BABCOCK RANCH COMMUNITY PHASE 2B, recorded on January 24, 2019 in Plat Book 23, Pages 2A-2N 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. 2B Plat**");

Delegate District Designations:

The lots and blocks within the Additional Property shall be assigned to Delegate Districts as follows:

Plat	Lots	Delegate District
Ph. 2A Plat	Lots 497-544, 604-638	**6**
Ph. 2A Plat	Lots 545-603, 639-672	**7**
Ph. 2B Plat	Lots 826-846; 1025-1036; 1037-1068	**9**
Ph. 2B Plat	847-895; 960-987; 1013-1024	**10**
Ph. 2B Plat	896-959; 988-992; 993-1006; 1007-1012	**11**

Service Area Designations:

The lots within the Additional Property shall be assigned to Service Areas as follows:

Plat	Lots	Service Area	Purpose
Ph. 2A Plat Ph. 2B Plat	Lots 497-530, 611-632 Lots 896-959	**2**	Villa maintenance per Ex. B, Section 1
Ph. 2A Plat Ph. 2B Plat	Lots 531-610, 633-672 Lots 826-895, 960-1068	**3**	Landscape maintenance per Ex. B, Section 2

EXHIBIT "B"

Additional Covenants, Restrictions and Easements

1. Service Area No. 2 (Villa Maintenance)

(a) Villa Maintenance. Pursuant to Section 10.2(a) of the Charter, the Association shall be responsible for performing, or causing to be performed, the following on behalf of the Owners of all Units within Service Area No. 2 (each a "**Villa Unit**"):

(i) repair and replacement of the roofs (including shingles and roof decking) of dwellings and garages, including the roofs of any porches built as part of the original construction of the dwelling or replacements thereof;

(ii) painting of all exterior painted surfaces of any dwelling on the Villa Unit;

(iii) the following landscape maintenance on such Villa Units, on such schedule as appropriate to maintain the lawns and shrubbery on such Villa Units in a healthy and attractive condition consistent with the Community-Wide Standard (as defined in the Charter):

(A) mowing and fertilizing of lawns on such Villa Units and, to the extent that the Owners would otherwise be responsible pursuant to Section 6.1 of the Charter, on property adjacent to such Villa Units;

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

(C) fertilizing and pruning of trees and shrubbery, mulching of trees and shrub beds, 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 Villa Unit or any area of a Villa Unit to which access is limited, 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 to any dwelling or lawns, shrubbery, or other landscaping 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.

Nothing herein shall authorize the installation of any plants or other landscaping material by anyone other than the Association after conveyance of the Villa Unit by the Builder without prior approval as required by the Charter.

Except as otherwise specified above, all maintenance of improvements to be provided by the Association hereunder shall be performed in such manner and on such schedule as the Association's Board deems appropriate to maintain such improvements in a neat and attractive condition consistent with the Community-Wide Standard.

EXHIBIT "B"

Additional Covenants, Restrictions and Easements

(continued)

Notwithstanding anything to the contrary herein or in the Charter, the Association shall have no responsibility for any maintenance, repair, or replacement necessitated by defects in a Unit to the extent that the defect is within the scope of the Builder's warranty and nothing herein shall be construed to relieve the Builder of liability under any implied or express warranties applicable to any Unit constructed by such Builder. The Owner of each Unit shall be responsible for filing and pursuing in a timely manner any and all claims under any such warranty related to matters which are the Association's maintenance responsibility hereunder, and upon failure to do so after a written request from the Association, the Association may levy a Specific Assessment against the Owner and the Unit for any costs which the Association incurs to correct defects or perform maintenance, repairs, or replacements within the scope of the Builder's warranty.

Except as provided above, all maintenance on Villa Units shall be the responsibility of the respective Owners, as provided in Section 6.1 of the Charter. In preparation for painting the exterior of Villa Units, the Association may, but shall have no obligation to, repair or replace any portion of a painted surface which it finds to be damaged or deteriorated, as it deems appropriate to provide a proper surface for painting, and such event it may assess the cost of such repair or replacement to the Owner of the Villa Unit as a Specific Assessment.

The Association's responsibilities under this Section 1 shall commence as to each attached pair of Villa Units upon completion of and issuance of a certificate of occupancy for a dwelling on either Villa Unit in such pair in accordance with the plans approved pursuant to Chapter 5 of the Charter and conveyance of such Villa Unit by the Builder.

(b) Insurance on Villa Units. Each Owner of a Villa Unit shall maintain insurance on its Villa Unit as required by Section 6.3 of the Charter and shall provide a certificate evidencing such insurance to the Association with payment of the annual Base Assessment for such Unit and within 10 days of any written request from the Board of Directors. In addition, if the Board so requests, each Owner shall file with the Association a copy of the individual policy or policies covering his or her Villa Unit. Each Owner of a Villa Unit shall promptly notify the Board in writing if the policy on his or her Unit is cancelled. In the event that an Owner fails to obtain or maintain any insurance that the Owner is required to obtain under the Charter or hereunder, the Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess the costs thereof to the Owner and the Owner's Unit as a Specific Assessment. Nothing herein shall create any duty on the part of the Association to monitor or obtain insurance coverage on Villa Units, or create any liability to any person in the event that the Owner of a Villa Unit fails to maintain the insurance required under the Charter.

Regardless of whether the property insurance on the Villa Units is obtained by the Association or the Owners, in the event of a casualty loss, the Association shall be entitled to file a claim on the Owner's behalf under such insurance for the cost of any repair or reconstruction to the Villa Unit and improvements thereon which are the Association's responsibility hereunder, and the Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds. The Association shall be entitled to adjust with the insurance provider the amount of any proceeds payable to the Association and the Owner thereunder, based upon the amount necessary to enable the Owner and the Association each to

EXHIBIT "B"

Additional Covenants, Restrictions and Easements

(continued)

repair and replace those portions of the Villa Unit and improvements thereon which are their respective responsibilities. The Association shall be relieved of its obligations to maintain, repair and replace damaged or destroyed portions of such Owner's Villa Unit, to the extent that insurance is insufficient and the Owner fails to pay the deficiency. Alternatively, the Association may perform required repairs, whether the responsibility of the Association or the Owner, and assess all costs to the Owner and the Owner's Villa Unit as a Specific Assessment pursuant to Sections 8.2 and 12.4 of the Charter.

(c) Service Area No. 2 Assessments. Pursuant to Section 12.2(c) of the Charter, all costs which the Association incurs or expects to incur in performing its responsibilities under this Section 1, including any reasonable reserves for such purposes, shall be a Service Area Expense to be allocated equally among all Units in Service Area No. 2 as to which the Association's responsibilities have commenced under Section 1(a), as a Service Area Assessment, subject to the right of the Association to recover from the Owner of a Unit, as a Specific Assessment, any costs which the Association incurs in maintaining, repairing or replacing any damaged property when such damage has been caused by the negligence or other actions of such Owner or any occupant of such Owner's 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 reduction or abatement in the Service Area Assessment levied on such Owner's Unit hereunder by reason of the Owner providing such maintenance.

2. **Service Area No. 3 (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. 3, 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, 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.

EXHIBIT "B"

Additional Covenants, Restrictions and Easements

(continued)

Each Owner of a Unit in Service Area No. 3 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 2 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.

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 2, there shall be no reduction or abatement in the Service Area Assessment levied on such Unit hereunder by reason of the Owner providing such maintenance.

3. **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.