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FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PORTICO

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PORTICO ("First Amendment") is made by WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida ("WCI").

W I T N E S S E T H:

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Portico was recorded on June 8, 2017, in Official Records Instrument No. 2017000125248, public records of Lee County, Florida, as amended and supplemented from time to time (collectively, "Master Declaration"); and

WHEREAS, WCI is the Declarant under the Master Declaration and is the owner of 100% of the real property subjected to the scope of the Master Declaration as of the effective date hereof; and

WHEREAS, WCI, as Declarant, now desires to amend the Master Declaration in accordance with the provisions of Section 22.1.1 thereof, as more specifically described hereinafter; and

NOW, THEREFORE, WCI, as Declarant, hereby states as follows (CODING: where applicable, double-underlined text has been added and ~~strikeout text~~ has been deleted):

1. The foregoing recitals are true and correct and are deemed incorporated herein as if fully stated hereinafter.

2. All defined terms herein shall have the meaning set forth in the Master Declaration, unless specifically defined in this First Amendment.

3. Section 1.55 of the Master Declaration is hereby created to read as follows:

> Section 1.55 "Pre-Existing Parcel" means a Lot, Unit or Parcel contained within the Community which was intended by Declarant to be a part of the Residential Property but which inadvertently was not subjected to the scope and provisions of the Master Declaration prior to being conveyed to a third party.

4. Section 6.1 of the Master Declaration is hereby amended to read as follows:

> 6.1 General Applicability of this Article to the Residential Property. All use and development of the Residential Property shall conform to the provisions of this Master Declaration and any other restrictive covenants recorded against all or a portion of the Property, as may be amended from time to time. The Residential Property shall be used only for single-family residential and related purposes. A Lot, Unit or Parcel shall not be utilized for "collective housing" of employees directly or indirectly related to a business entity or its affiliates. Examples

of collective housing shall include, but shall not necessarily be limited to, housing utilized for construction workers, restaurant and bar employees, student housing, food service industry employees, and allied health professionals. Additional covenants imposed on that portion of the Property within any Subdivision Association by a Subdivision Declaration may impose stricter standards than those contained in this Article. The Master Association, acting through its Board of Directors, shall have standing and the power to enforce standards imposed by the Master Declaration, Subdivision Declarations, and each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and consents, and shall be deemed to have acknowledged and consented, to the Master Association's powers under this Master Declaration, including specifically this Article 6.

5. Section 6.27.5.4 of the Master Declaration is hereby amended to read as follows:

6.27.5.4 ~~In no manner shall an~~ An Owner or Authorized User shall be permitted to install and construct ~~a any type of~~ screened enclosure on the front patio or entrance area to a Home, provided that the Owner or Authorized User first obtains the prior written approval of the ARC for such installation and construction~~it being the intent of Declarant to ensure a uniform and consistent exterior appearance within the Community~~.

6. Section 6.36 of the Master Declaration is hereby amended to read as follows:

6.36 Home Business Use. No trade or business may be conducted in or from any Home, Lot, Unit or Parcel, except that an Owner, Resident or Authorized User residing in a Home may conduct business activities within the boundaries of the Home so long as: (a) the existence or operation of the business activity is~~in~~ not apparent or detectable by sight, sound or smell from outside the boundaries of the Home; (b) the business activity conforms to all Governmental Entity requirements; (c) the business activity does not involve persons coming onto the Residential Property who do not reside in the Property or door-to-door solicitation of residents; and (d) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the privacy or safety of the Residents, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this subsection, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Lot, Unit or Parcel shall not be considered a trade or business within the meaning of this Section.

For purposes of clarity, in no manner shall an Owner, tenant or other resident be permitted to utilize a Lot, Unit or Parcel for purposes of permitting business employees or contractors to reside in the such Lot, Unit or Parcel, as any such usage does not constitute and shall in no

manner be deemed to be a permitted business use under this Section 6.36.

7. Section 6.53 of the Master Declaration is hereby created to read as follows:

6.54 Compliance with Occupancy Requirements. Notwithstanding any provision herein to the contrary, the Owner of a Lot, Unit or Parcel shall ensure that there is compliance with any and all occupancy requirements of applicable Governmental Entities.

8. Section 6.54 of the Master Declaration is hereby created to read as follows:

6.54 Waivers. Declarant (and upon such time as Declarant no longer owns any portion of the Property, the Board) shall have the right and power, from time to time and in Declarant's (or the Board's) sole discretion, to authorize waiver of one or more of the restrictions contained in this Article 6 when circumstances dictate or hardship shall result from compliance with such restriction(s). The grating of a waiver shall not be effective unless in writing, and the granting of one waiver shall not require Declarant to grant any other waiver for which a request is made.

9. Section 12.1.1 of the Master Declaration is hereby amended to read as follows:

12.1.1 Additions to the Property. Additional land (which shall not necessarily be required to be contained within the general concepts of the Community, and in fact may be lands located in the general vicinity of the Community as owned by Declarant) may be made subject to all the terms hereof and brought within the jurisdiction and control of the Master Association in the manner specified in this Article. Such additional property may constitute additional Common Property or a portion of the Property. Notwithstanding the foregoing, however, under no circumstances shall Declarant be required to make such additions, and until such time as such additions are made to the Property in the manner hereinafter set forth, no other real property shall in any way be affected by or become subject to this Master Declaration. All additional land which is brought within the jurisdiction and control of the Master Association and made subject to this Master Declaration, pursuant to this Article, shall thereupon and thereafter be included within the term "Property" as used in this Master Declaration. Notwithstanding anything contained in this Section, Declarant neither commits to, nor warrants or represents, that any such additional land will be made subject to and brought within the jurisdiction and control of the Master Association.

Notwithstanding any provision contained herein to the contrary, upon the execution of a consent and joinder by the owner(s) of a Pre-Existing Parcel, such Pre-Existing Parcel shall immediately thereinafter become subject to the scope and provisions of this Master Declaration, and shall inure to the benefit and burden of such Pre-Existing Parcel, including, but not limited to, all obligations to pay Assessments and other charges hereunder. A joinder and consent instrument in substantially the same form as Exhibit G attached hereto and made a part hereof must be executed and recorded in order to subject a Pre-Existing Parcel to this Master Declaration. Following the recordation of such a joinder and consent, the Residential Property shall automatically be deemed to

include such Pre-Existing Parcel, and the Pre-Existing Parcel shall automatically become a Lot, Unit or Parcel for purposes of this Master Declaration. No party other than Declarant or the owner(s) of a Pre-Existing Parcel shall be permitted to subject any real property to the scope of this Master Declaration.

10. Exhibit G to the Master Declaration is created as attached hereto and incorporated herein by reference and is hereby added immediately following Exhibit F to the Master Declaration.

11. Except as modified by this First Amendment, the Master Declaration remains valid and in full force and effect.

12. In the event of a conflict between the provisions of this First Amendment and the provisions of the Master Declaration prior to the effective date hereof, the provisions of this First Amendment shall control.

IN WITNESS WHEREOF, WCI, as Declarant, has caused this First Amendment to be executed by its authorized officer and affixed its corporate seal as of this 13th day of February, 2018.

WITNESSES:

WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida

Signature: Mary Thompson
Printed Name: MARY THOMPSON

By: _____
Darin McMurray, Vice President

Signature: Amy Hofschneider
Printed Name: Amy Hofschneider

SEAL

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 13th day of February, 2018, by Darin McMurray, as Vice President of WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida. He ☒ is personally known to me or ☐ has produced _____ _____ as identification.

My Commission Expires: 2/13/21

DAVID CALDWELL
MY COMMISSION # GG 051576
EXPIRES: February 13, 2021
Bonded Thru Notary Public Underwriters

David Caldwell
(Signature)

Name: DAVID CALDWELL
(Legibly Printed)

Notary Public, State of Florida

GG 051576
(Commission Number, if any)

113879740.1

Exhibit G

**Form of Joinder and Consent to
Amended and Restated Declaration of Covenants,
Conditions, Restrictions and Easements for Portico
for Pre-Existing Parcel**

_____
("Owner"), being the record title owner of that certain real property legally described as follows:

Lot _____, Portico Phase I, according to the map or plat thereof as recorded under Instrument Number 2006000411756, public records of Lee County, Florida,

("Pre-Existing Parcel"), in accordance with Section 12.1.1 of the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Portico as recorded on June 8, 2017, in Official Records Instrument No. 2017000125248, public records of Lee County, Florida, as amended (collectively, "Master Declaration"), hereby joins in and consents to the terms and provisions of the Master Declaration, including, but not limited to, all obligations to pay any and all Assessments and other charges as provided in the Master Declaration. Further, Owner declares that the Pre-Existing Parcel is now and shall hereinafter be subject to such Master Declaration, and that any and all future conveyance of the Pre-Existing Parcel shall reference the recording book and page information for the Master Declaration and this recorded instrument.

WITNESSES:

Signature:_____
Printed Name:_____

_____
Printed Name:_____
Date of Execution:_____, 201____

Signature:_____
Printed Name:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201_____, by _____, who ☐ is personally known to me or ☐ has produced _____ _____as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

_____
(Signature)

Name:_____
(Legibly Printed or Typed)

Notary Public, State of _____

_____
(Commission Number, if any)

113879740.1