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

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PORTICO ("Second 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

WHEREAS, the First Amendment to the Declaration was recorded on February 15, 2018, in Official Records Instrument No. 2018000037860, public records of Lee County, Florida ("First Amendment"); and

WHEREAS, the First Amendment (a) incorrectly referenced in one of its recitals that WCI is the owner of 100% of the property subject to the Master Declaration, and (b) contained certain typographical errors pertaining to the newly created Sections 6.53 and 6.54 of the Master Declaration; 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, 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. WCI hereby clarifies that WCI is not the owner of 100% of the real property subject to the Master Declaration, but that the First Amendment and its terms and provisions are valid and in full effect as a result of WCI undertaking the amendments through its powers contained in Section 22.1.1 of the Master Declaration.

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 single-family and condominium uses 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 6.53 of the Master Declaration is hereby amended to read as follows:

6.53 ~~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.

6. Section 6.54 of the Master Declaration is hereby amended 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~~ granting 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.

7. The Master Declaration, as amended by this Second Amendment, is and remains valid and in full force and effect.

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

IN WITNESS WHEREOF, WCI, as Declarant, has caused this Second Amendment to be executed by its authorized officer and affixed its corporate seal as of this 5th day of March, 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: Theodore Denti
Printed Name: Theodore Denti

SEAL

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 5th day of March, 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)