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

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

WITNESSETH:

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, 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 Fifth Amendment.

3. Section 1.2 of the Master Declaration is hereby amended to read as follows:

> 1.2 "ARC Guidelines" means the guidelines for development and/or renovation of the Lots contained or to be contained in the Community. Wherever in this Master Declaration the approval of the ARC is required, it shall be in accordance with the ARC Guidelines, to the extent the ARC Guidelines contain guiding provisions. For purposes of clarity, the ARC Guidelines do not constitute Rules and Regulations, as specifically provided in Section 1.42 hereof.

4. Section 1.27 of the Master Declaration is hereby amended to read as follows:

> 1.27 "Governing Documents" means collectively this Master Declaration, the Articles, the By-Laws, the Rules and Regulations, and any other instrument which governs the operation and/or use of the Property and the duties and obligations of the Master Association, but specifically excluding the ARC Guidelines.

5. Section 1.42 of the Master Declaration is hereby amended to read as follows:

1.42 "Rules and Regulations" means the rules and regulations adopted by the Board pertaining to the use and operation of the Common Property and the Residential Property, as same may be amended from time to time. For purposes of clarity, the Rules and Regulations specifically exclude the guidelines and provisions pertaining to modifications, renovations and/or reconstruction of the improvements on a Lot, Unit or Parcel (including, but not necessarily limited to, the ARC Guidelines), whether promulgated by the Board or another party, as same are deemed not to pertain to the use and operation of the Common Property or the Residential Property.

6. Section 4.7.2 of the Master Declaration is hereby amended to read as follows:

4.7.2 The right of the Master Association to suspend the enjoyment rights of an Owner, if and up to the maximum extent permitted by law, for any period during which any Assessment remains unpaid, or for any infraction of the Rules and Regulations, the ARC Guidelines (to the extent the Master Association has the power to enforce such ARC Guidelines) or this Master Declaration.

7. Section 6.6.1 of the Master Declaration is hereby amended to read as follows:

6.6.1 In General. Use restrictions shall be binding upon all Owners and Authorized Users of Lots, Units and Parcels and other portions of the Property. All provisions of the Governing Documents and the ARC Guidelines which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Authorized Users. Every Owner shall cause his or her Authorized Users to comply with the Governing Documents and the ARC Guidelines, and shall be responsible for all violations and losses to the Property caused by such Authorized Users, notwithstanding the fact that such Authorized Users are fully liable and may be sanctioned for any violation of the Governing Documents and/or the ARC Guidelines.

8. Section 6.6.2.1 of the Master Declaration is hereby amended to read as follows:

6.6.2.1 Fail to perform its responsibilities as set forth herein or otherwise violate or breach the provisions of the Governing Documents or the ARC Guidelines; or

9. Section 6.6.7.2 of the Master Declaration is hereby amended to read as follows:

6.6.7.2 Separate and apart from, but not in a manner inconsistent with, Section 6.6.7.1 hereof, the Master Association shall have the power to suspend, for a reasonable period of time, the rights of an Owner and/or such Owner's tenants, guests or invitees and/or the Authorized Users of a Lot, Unit or Parcel to use the Common Property, and to levy reasonable fines against same not to exceed the greater of $100.00 per violation or the maximum amount allowed under the Act for activities which violate the provisions of the Governing Documents or the ARC Guidelines (to the extent that the Master Association has the power to enforce such ARC Guidelines). No fine or suspension (other than suspensions due to a monetary obligation delinquency of more than 90 days pursuant to Section 6.6.7.1 hereof) may be imposed except upon 14 days prior written notice to the person sought to be suspended or fined, and such person having an opportunity for a hearing before a committee of at least 3 Owners of the Master Association selected solely by the Board. A fine may be levied for

each day of a continuing violation, with a single notice and opportunity for hearing, and fines of a continuing nature may be charged up to a maximum of $10,000. A fine of more than $1,000 may become a lien against the Lot, Unit or Parcel. Such committee shall be appointed by the Board and shall not be composed of any officers, directors or employees of the Master Association, nor any spouse, parent, child, brother or sister of any officer, director or employee. No fine or suspension (other than suspensions due to a monetary obligation delinquency of more than 90 days pursuant to Section 6.6.7.1 hereof) may be imposed except upon majority approval of the Owners of such committee. Suspension of rights to use the Common Property shall not include any right to restrict vehicles and pedestrians ingress and egress to and from the applicable Lot, Unit or Parcel. The voting rights of an Owner may not be suspended by the Master Association (other than suspensions due to a monetary obligation delinquency of more than 90 days pursuant to Section 6.6.7.1 hereof).

10. Section 15.1 of the Master Declaration is hereby amended to read as follows:

15.1 General Provisions. The Master Association shall govern, make rules and regulations, control and manage the Residential Property and the Common Property pursuant to the terms and provisions of the Governing Documents and the ARC Guidelines (to the extent that the Master Association has the power to enforce such ARC Guidelines). The Master Association may lease all or any portion of the Common Property conveyed to the Master Association, pursuant to the provisions of this Master Declaration, which lease must be subject to and in accordance with the provisions of this Master Declaration. The Master Association shall further have the obligation and responsibility for the hiring of certain personnel and purchasing and maintaining such equipment as may be necessary for the administration and operation of the Master Association, the maintenance, repair, upkeep and replacement of any Common Properties and facilities which may be located thereon (including, but not limited to, the maintenance of all required buffer zones, lakes, rights-of-way, roads, medians, swales, and utility easements), and the performance of any of its other maintenance obligations. Any Common Properties which are to be maintained by the Master Association as provided herein shall be maintained in good condition and repair. The Master Association shall also perform such other duties as are set forth herein, including, but not limited to, the following specific maintenance and operational duties:

11. Section 24.13.4. of the Master Declaration is hereby amended to read as follows:

24.13.4 The following provisions specifically pertain to the leasing of a Lot, Unit or Parcel:

24.13.4.1 Approvals of leases need not be recorded;

24.13.4.2 Only entire Lots, Units or Parcels may be leased;

24.13.4.3 All leases must include, and if they do not, shall be deemed to include and state:

24.13.4.3.1 the agreement of the lessee(s) to abide by all of the terms and provisions of the Governing Documents and the ARC Guidelines (but notwithstanding such statement, the Owner shall be responsible for all conduct of the Owner's tenants, including, without limitation, any damage to the Common Property as a result of the acts or omissions of the Owner's tenants);

24.13.4.3.2 that a violation of the Governing Documents or the ARC Guidelines is a material breach of the lease and is grounds for damages, termination and eviction;

24.13.4.3.3 that the lessee(s) and the Owner agree that the Master Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Master Association's costs and expenses, including attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy. If such costs and fees are not immediately paid by the lessee(s), the Owner shall be required to pay same, and collection of such funds shall be through the levying of a Specific Assessment. Each Owner irrevocably appoints the Master Association as the Owner's agent-in-fact having authority to bring actions in the Owner's name and at the Owner's expense (including actions for injunctive relief, damages, termination and eviction) against the lessee(s); and

24.13.4.3.4 that the Governing Documents and the ARC Guidelines must be provided to the lessee(s) by or on the behalf of the Owner at or before the commencement of the lease term.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, WCI, as Declarant, has caused this Fifth Amendment to be executed by its authorized officer and affixed its corporate seal as of this 28 day of July, 2018.

WITNESSES:

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

Signature: Amy Hofschneider
Printed Name: Amy Hofschneider

By: _____
Darin McMurray, Vice President

Signature: Mary Thompson
Printed Name: MARY THOMPSON

SEAL

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 28 day of July, 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

GG051576
(Commission Number, if any)