Linda Doggett, Lee County Clerk of Circuit Court
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PREPARED BY AND TO BE RETURNED TO:
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Space above reserved for Clerk's office

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

THIS NINTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESRICTIONS AND EASEMENTS FOR PORTICO ("Amendment") is made is made as of the date noted below 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, Declarant desires to undertake certain amendments to the Master Declaration, as more particularly described hereinafter; and

WHEREAS, pursuant to Section 22.1.1.1 of the Master Declaration, since Declarant has not yet conveyed 90% of the Lots, Units and Parcels which are or may be constructed within the Community and subject to the scope of the Master Declaration, Declarant has the power to undertake the following amendments without requirement for the consent of any owner or other party;

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby declares the following:

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 Amendment.

3. Section 24.13 of the Master Declaration is hereby deleted in its entirety and is replaced with the following:

> 24.13. Provisions Pertaining to the Transfer or Lease of a Lot, Unit or Parcel.
>
> 24.13.1. Leasing of a Lot, Unit or Parcel. The minimum allowable lease period shall be thirty (30) consecutive days. All leases are subject to the following restrictions and conditions:
>
> 24.13.1.1. The lease must be written, and a fully executed copy must be provided to the Master Association not less than fifteen

(15) days before the beginning of the lease term, together with such other information about the lessees as the Board may reasonably require and which are permissible under applicable law.

24.13.1.2. No lease may be for a period of less than thirty (30) consecutive days or one (1) month, whichever is less.

24.13.1.3. No subleasing or assignment of lease rights is allowed.

24.13.1.4. No one but the lessee and Authorized Users may occupy the Lot, Unit or Parcel during a lease.

All of the provisions of the Governing Documents (including specifically, but not limited to, the Rules and Regulations) shall be applicable to and enforceable against any person occupying a Lot, Unit or Parcel as a lessee or an Authorized User of a lessee to the same extent as against an Owner, and a covenant on the part of each occupant to abide by the Governing Documents (including specifically, but not limited to, the Rules and Regulations) shall be deemed to be included in every lease whether or not specifically expressed in such lease. An Owner's failure to evict a lessee in accordance with the lease shall be deemed a default of such Owner hereunder.

However, to the extent any provision in this Section 24.13.1 is deemed a "legal restriction on conveyance" as set forth in 24 C.F.R. §203.41 (as may be amended), such provision shall be deemed ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

24.13.2. Transfer of a Lot, Unit or Parcel. The following provisions shall apply to the transfer of ownership of a Lot, Unit or Parcel (and the following provisions shall not in any fashion apply to the leasing of a Lot, Unit or Parcel, which is governed under Section 24.13.1 hereof):

24.13.2.1. No later than fifteen (15) days prior to the anticipated date of closing on the transfer (sale) of a Lot, Unit or Parcel, the Owner shall provide written notice to the Master Association indicating such Owners' intention to sell the Lot, Unit or Parcel. The notice shall include the name and address of the proposed purchaser(s) and an executed copy of the purchase contract. The Master Association may require other such information as it deems reasonably necessary, and may impose a transfer fee not to exceed $100.00 or such other amount as permitted by law from time to time.

24.13.2.2. The Master Association must, within fifteen (15) days after receipt of all the information required above, either approve, disapprove for cause, or, upon the written demand of the Owner, furnish an alternate approved purchaser or the Master Association may itself elect to purchase, and the Owner must sell to such alternate or to the Master Association upon the same terms set forth in the proposal given the Master Association, or the Owner may withdraw such Owner's proposed sale. In exercising its power of disapproval, the Master Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and may withhold approval only for a reason or reasons rationally related to the protection, preservation and proper operation of the Community and the purposes set forth herein. If the Master Association fails or refuses within the allotted time to notify the Owner of

either approval or disapproval in writing, or if the Master Association fails to provide an alternate purchaser or make an election to purchase the Lot, Unit or Parcel itself when required to do so, then the Master Association shall conclusively be presumed to have approved the transaction, and the Master Association shall, upon demand, provide a recordable certificate of approval.

24.13.2.3. Consistent with the provisions of this Section 24.13.2, de facto timesharing of Lots, Units and Parcels is not permitted, and approval will not be given for the sale of a Lot, Unit or Parcel or an interest therein interest in a Lot, Unit or Parcel to multiple persons (such as siblings or business associates), who may intend that they and their families would split occupancy of the Lot, Unit or Parcel into different time periods during the year.

24.13.2.4. Declarant is and shall be exempt from all provisions of this Section 24.13.2 with regard to the sale of Lots, Units and Parcels by Declarant to third parties, and the provisions of such Section shall not be amended without the prior written consent of Declarant for as long as Declarant owns any portion of the Property.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURE ON THE NEXT PAGE]

IN WITNESS WHEREOF, WCI, as Declarant, has caused this Amendment to be executed by its authorized officer and affixed its corporate seal as of this 14 day of September, 2021.

WITNESSES:

Signature: _____
Print Name: Amanda K Wilson

Signature: _____
Print Name: Carolyn Jean Patty

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

Signature: _____
Darin McMurray, Vice President

SEAL

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 14 day of September, 2021, 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:

Notary Public State of Florida
Amy Renee Hofschneider
My Commission GG 280374
Expires 11/29/2022

Amy Renee Hofschneider
(Signature)

Name: Amy Renee Hofschneider
(Legibly Printed)
Notary Public, State of Florida

_____
(Commission Number, if any)