Kevin C. Karnes, Lee County Clerk of Circuit Court
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ELEVENTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PORTICO

THIS ELEVENTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS 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, Article VII of the By-Laws provides that prior to Transfer of Control, the By-Laws may be amended by approval of the Master Association's Board of Directors without requirement or necessity for a vote of the Master Association membership or the consent of any party; and

WHEREAS, the Board of Directors has approved certain amendments to the By-Laws, as more particularly set forth hereinafter; and

WHEREAS, Declarant now wishes to amend the Master Declaration to provide record notice of the amendments to the By-Laws; 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. The Master Declaration is hereby amended in the following manner:

(a) Section 16.14.4 of the Master Declaration is hereby created to read as follows:

16.14.4 Notwithstanding any provision herein to the contrary, Declarant shall not have any duty, obligation or responsibility for funding any reserves pertaining to Lots owned by Declarant at any time in accordance with Section 720.303(6)(i)1. of the Act or any other applicable provisions in the Act.

(b) Section 24.13.2 of the Master Declaration is hereby deleted in its entirety and is replaced with the following:

24.13.2 Prohibition Against De Facto Timesharing. De facto timesharing of Lots, Units and Parcels is not permitted, and no 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, shall be permitted.

4. The By-Laws have been hereby amended in the following manner (CODING: where applicable, double-underlined text has been added and ~~strikeout text~~ has been deleted):

(a) Article III, Section 2 of the By-Laws has been amended to read as follows:

Section 2. **Notice of Annual Meetings.** Annual meetings of the Members of the Master Association shall be held ~~in the fourth quarter of~~ each fiscal year on a date and time as determined by the Board from time to time. Notice of the meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member listed in the membership book of the Master Association at the street, post office, or electronic mail address (as applicable) shown therein ("Member of Record") not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Master Association. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Master Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Master Association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

(b) Article III, Section 4 of the By-Laws has been amended to read as follows:

Section 4. **Notice of Special Meetings.** No business shall be transacted at any special meeting except as stated in the notice thereof. Notice of all special meetings shall be given by the secretary to Members of Record, or if the secretary shall fail to do so, by the president or Board, not less than ~~30~~14 nor more than 60 days prior to the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices deposited in the United States mail, postage prepaid within the prescribed time or, in lieu of mailing, delivered by hand to the Members shall suffice. The Secretary shall obtain and retain a written receipt of delivery of the post office certificate of mailing as proof that the notice was delivered or mailed.

(c) Article IV, Section 1 of the By-Laws has been amended to read as follows:

Section 1. **Board of Directors.** Until Transfer of Control of the Master Association from Declarant to the non-Declarant owners, the affairs of the Master Association shall be managed by a Board of 3 directors. A director must be a Member,

except that the directors elected or appointed by the Class B Members need not be Members and may be the officers and/or employees of Declarant. Subsequent to Transfer of Control, the Board shall be comprised of ~~not less than 3~~5 directors~~ and not more than 7 directors, such number to be determined by the Board from time to time~~. For purposes of clarity, and notwithstanding any provision herein to the contrary, the term of office of any non-Declarant members of the Board shall terminate at the election of directors upon Transfer of Control, so that 5 directors shall be elected in accordance with the terms and provisions of Article IV, Section 4 hereof. There shall be at all times a minimum of 3 directors.

(d) Article IV, Section 2 of the By-Laws has been amended to read as follows:

Section 2. **Election of Directors.**

(a) Election of directors shall be held at the annual Members' meeting.

(b) ~~The~~Upon Transfer of Control, not less than sixty (60) days before a scheduled election~~ of directors to be elected by the Class A Members shall be by ballot (unless dispensed by the unanimous vote consent of those Members~~, the Master Association shall mail or deliver, whether by separate Master Association mailing or included in another Master Association mailing or delivery, including regularly published newsletters and including electronic transmission for those Members who have so consented, to each Member entitled to vote, a First Notice of Meeting, which shall include, among other items and information, the date, time and location of the meeting (whether annual or special). Any eligible ~~to vote in person or proxy) and shall be determined by a plurality of the Class A votes cast. There shall be no cumulative voting.~~ who nominates himself or herself to be a candidate for election may do so no later than forty (40) days prior to the election meeting and may also submit a resume by such deadline on one side of an 8½" x 11" sheet of paper. As Members have been given the opportunity to nominate themselves in advance and prior to the meeting where the election will take place, nominations from the floor will not be accepted.

(c) Not less than fourteen (14) days prior to the election meeting, the Master Association shall send a Second Notice of Meeting to all Members, along with an election ballot for the election of directors, any timely submitted candidates' resumes, a proxy, and any other documents in the Board's discretion. The election ballot shall contain the names of all candidates who nominated themselves in a timely manner, listed alphabetically by surname.

(d) If a Member checks off the names of and votes for more candidates than the number of directors to be elected, the election ballot shall not be counted for the applicable election (for purposes of clarity, an election for which the Member has properly voted shall not be invalidated as a result of such Member improperly voting in another election). Elections shall be determined by a plurality of the votes cast for the applicable director seat(s). A quorum of the Members need not cast a vote for a valid election to occur, so long as at least ten percent (10%) of the eligible voting interests in the Master Association cast a ballot. The Board may require all election ballots to be received by the Master Association at some point prior to the election meeting so that votes can be tallied prior to the election meeting and the results announced at the election meeting.

(e) The candidates who are elected shall take office upon the adjournment of the election meeting.

(f) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies.

(g) In addition to the foregoing, to the extent that the Master Association wishes to provide for and allow Members to vote electronically, Members who have consented to vote electronically shall be permitted to do so as otherwise provided for by Section 720.317 of the Act.

(h)~~(c)~~ Except as to vacancies provided by removal of directors by Members, all vacancies in the Board occurring between annual meetings of Members, including vacancies created by increasing the size of the Board, shall be filled by the vote of a majority of the remaining directors.

(i)~~(d)~~ Any directors elected by Class A Members may be removed in accordance with the provisions of the Act. If a vacancy occurs on the Board as a result of the removal of less than a majority of the directors, the vacancy shall be filled by the affirmative vote of a majority of the remaining directors. If vacancies occur on the Board as a result of the removal of a majority or more of the directors, the vacancies shall be filled in accordance with the provisions of the Act.

(j)~~(e)~~ Notwithstanding the foregoing, the Class B Members shall have the right to elect all Directors as long as there shall be Class B membership, except that Class A Members shall be entitled to elect at least one member of the Board of Directors (but not a majority of the directors until Transfer of Control has occurred) if 50% of the Lots, Units and Parcels in all phases of the Community which will ultimately be operated by the Master Association have been conveyed to the Class A Members.

(k)~~(f)~~ Any disputes involving the election of directors shall be resolved through the applicable provisions of the Act.

(l) To the extent that there is a conflict between the provisions of this Section 2 and any other provisions of these By-Laws with respect to the process for a meeting at which an election of Directors is to occur, the provisions of this Section 2 shall control.

(e) Article IV, Section 3 of the By-Laws has been deleted and has been reserved for future use.

(f) Article IV, Section 4 of the By-Laws has been amended to read as follows:

Section 4. **Composition of the Board of Directors; Term of Office; Eligibility.**

(a) In accordance with the Articles of Incorporation, the Board appointed and named in said Articles of Incorporation (and their successors appointed by Declarant) shall serve at least until Class A Members are entitled to elect one or more of the directors.

(b) ~~Upon Transfer of Control, a simple majority~~At the election of directors that occurs in conjunction with Transfer of Control, the three (3) individuals receiving the highest number of votes shall each be elected for a two (2) year term of office ~~to end at the second subsequent annual meeting of the Members of the Master Association, and the remaining directors~~, and the individuals receiving the fourth and fifth highest number of votes shall each be elected for a one (1) year term of office ~~to end at the subsequent annual meeting of the Members. Following the initial election of~~

~~non-Declarant Members, subsequent~~. Thereafter, at all elections ~~to the Board~~, each Director shall be elected for a two (2) year term of office~~, unless otherwise provided herein~~. All officers of a corporation or other entity owning a Lot, Unit or Parcel shall be deemed to be Members of the Master Association so as to qualify each to become a director hereof.

(c) A Member who is delinquent in the payment of any fee, fine, or other monetary obligation to the Master Association for more than ninety (90) days is not eligible to be a director.

(d) A Member who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible to be a director, unless such Members' civil rights have been restored for at least 5 years as of the date on which such Member seeks election to the board.

(e) The validity of any action by the Board is not affected if it is later determined that a member of the Board is ineligible to be a director.

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

6. 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 4th day of August, 2022.

WITNESSES:

Signature: Rachel Rose
Print Name: Rachel Rose

Signature: Tammy Kenner
Print Name: Tammy Kenner

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 4th day of August, 2022, 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: 06/14/2025

Brianne Lindeberg
(Signature)

Name: Brianne Lindeberg
(Legibly Printed)
Notary Public, State of Florida

HH 142289
(Commission Number, if any)

Notary Public State of Florida
Brianne Lindeberg
My Commission HH 142289
Expires 06/14/2025