Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2021000216969, Doc Type RES, Pages 11, Recorded 6/30/2021 at 12:43 PM, Deputy Clerk MCOSSAIRT ERECORD
Rec Fees: $95.00

PREPARED BY AND TO BE RETURNED TO:
Robert S. Freedman
Carlton Fields, P.A.
4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607
(813) 223-7000

Space above reserved for Clerk's office

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

THIS EIGHTH 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 (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 Amendment.

3. Section 1.12 of the Master Declaration is hereby amended to read as follows:

1.12 "Benefited Parties" means Declarant, each Builder, the Master Association and Owners, together with each of their respective successors and assigns, and the tenants, guests and invitees of the Owners, but excluding the general public.

4. Section 1.29 of the Master Declaration is hereby amended to read as follows:

1.29 "Home" means either (a) any residential dwelling that has been completed and for which a certificate of occupancy has been issued, and which has been conveyed to a Person other than Declarant or a Builder, or (b) the improvements

contained within a Unit that has been completed and for which a certificate of occupancy has been issued or a certificate of substantial completion has been issued in accordance with Section 718.104(4)(e), Florida Statutes, and which has been conveyed to a Person other than Declarant or a Builder. A Unit shall constitute a Home, and an Attached Villa shall constitute a Home with respect to that portion of the building contained within the applicable Lot. To the extent the context dictates or requires for proper interpretation, "Home" shall be interpreted to mean a Lot together with the improvements contained thereon.

5. Section 1.34 of the Master Declaration is hereby amended to read as follows:

1.34 "Member" means a member of the Master Association, as provided in this Master Declaration, the Articles or the By-Laws. A Builder shall be considered to be a Member with respect to any portion of the Property which such Builder may own from time to time.

6. Section 1.36 of the Master Declaration is hereby amended to read as follows:

1.36 "Owner" means any Person who from time to time holds record fee simple title to any Lot, Unit or Parcel (or any part thereof, as and to the extent applicable). A Builder ~~builder~~ who holds title to a Lot, Unit or Parcel is an Owner.

7. Section 1.56 of the Master Declaration is hereby created to read as follows:

1.56 "Builder" means and refers to AG and any person or legal entity that has acquired or that acquires title to any Lot, Unit or Parcel expressly in furtherance of the business of:

1.56.1 developing the Lot, Unit or Parcel for eventual construction of Homes thereon in the ordinary course of such person's or entity's business; or

1.56.2 constructing Homes thereon, in the ordinary course of such person's or entity's business, for later sale to bona fide third-party purchasers that are not Builders or affiliates of a Builder.

A Builder is not a Declarant under this Master Declaration, unless such Builder has received an assignment of Declarant's rights, in whole or in part, hereunder.

8. Section 1.57 of the Master Declaration is hereby created to read as follows:

1.57 "AG" means AG Essential Housing Multi State 1, LLC, a Delaware limited liability company, and any successor homebuilder.

9. Section 2.2.8 of the Master Declaration is hereby created to read as follows:

2.2.8 From time to time, certain portions of the Property may be developed and/or constructed by one or more Builders.

10. Section 2.4 of the Master Declaration is hereby created to read as follows:

2.4 Long Term Development. Some areas of the Community may be under development for extended periods of time. Incident to the development process, the quiet enjoyment of the Community may be unavoidably interfered with to some extent by the construction operations. From time to time, Declarant, Builders ~~builders~~ and others may present to the public or display certain renderings, plans and models showing possible future development of the Community. Declarant and each Builder does not warrant in

any way that the schemes in these renderings, plans or models will actually be developed. Any such renderings, plans or models are primarily thematic and in no way represent a guaranteed final development plan for the Community.

11. Section 5.4 of the Master Declaration is hereby created to read as follows:

5.4 Specific Exemptions for and Reserved Rights to Builders. With respect to portions of the Property owned by a Builder, such Builder shall be entitled to:

5.4.1 develop Lots, Units and Parcels and construct Homes and residential improvements thereon;

5.4.2 conduct any and all sales and marketing activities deemed necessary or desirable in such Builder's sole discretion for the sale of the Lots, Units and Parcels owned by the Builder;

5.4.3 construct on any Lot, Unit or Parcel owned by such Builder portable, temporary or accessory structures to be used for such Builder's sales, marketing, construction or general office purposes;

5.4.4 allow guests or potential purchasers of a Lot, Unit or Parcel to occupy on a short-term, temporary or guest basis a Home owned or leased by such Builder (so as to further such Builder's sales and marketing activities);

5.4.5 conduct tours of the Community to any persons as desired by such Builder;

5.4.6 temporarily deposit, store, dump or accumulate on a Lot, Unit or Parcel owned by such Builder materials, trash, refuse and rubbish in connection with the development or construction of any Lot, Unit or Parcel owned by such Builder;

5.4.7 post, display, inscribe or affix to any portion of a Lot, Unit or Parcel owned by such Builder signs or others materials used in developing, constructing, selling or promoting the sale of any Lot, Unit or Parcel owned by such Builder; and

5.4.8 undertake, promote and hold marketing, promotional and/or special events on any Lot, Unit or Parcel owned by such Builder from time to time as deemed or desirable by such Builder in its sole discretion.

12. Section 6.2 of the Master Declaration is hereby amended to read as follows:

6.2 Specific Exemption for Declarant and Builders. Notwithstanding anything to the contrary herein, Declarant and each Builder shall be exempt from application of the terms and provisions of this Article so long as it owns any portion of the Property. This Section 6.2 may not be amended without the prior written consent of Declarant for so long as Declarant owns any Lot, Unit or Parcel.

13. Section 6.6.2 of the Master Declaration is hereby amended to read as follows:

6.6.2 Right to Cure. Should any Owner do any of the following:

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

6.6.2.2 Cause any damage to any improvement or to any portion of the Residential Property or the Common Property; or

6.6.2.3 Impede Declarant, a Builder or the Master Association from exercising its rights or performing its responsibilities hereunder, including obligations under any applicable permits; or

6.6.2.4 Undertake unauthorized improvements or modifications to any portion of the Residential Property or the Common Property; or

6.6.2.5 Impede Declarant from proceeding with or completing the development of the Community, or a Builder from developing and completing a Home on a Lot, Unit or Parcel.

Declarant and/or a Builder and/or the Master Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure such violations or breaches, including, but not limited to, by entering upon the Home and/or Lot, Unit or Parcel and causing the violation or breach to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost of curing such violations or breaches, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, shall be assessed against the Owner as a Specific Assessment.

14. Section 6.6.6 of the Master Declaration is hereby amended to read as follows:

6.6.6 Enforcement By or Against Other Persons. In addition to the foregoing, this Master Declaration or the ARC Guidelines may be enforced by Declarant, a Builder and/or, where applicable, the Master Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein or contained in the ARC Guidelines, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein or in the ARC Guidelines. The expense of any litigation to enforce this Master Declaration or the ARC Guidelines shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Master Declaration or the ARC Guidelines.

15. Section 6.7.7(a) of the Master Declaration is hereby amended to read as follows:

(a) No private golf carts (gas or electric) as defined under Section 320.01(22), F.S. (collectively, "Golf Carts") shall be permitted in the Community, save and except for Golf Carts (a) which are used by Declarant or a Builder in the course of its sale and development of portions of the Community (in which case such Golf Carts shall be permitted upon the roadways and Common Properties of the Community), or (b) which are used by the Master Association or the CDD in the fulfillment of its duties in and for all or part of the Community (in which case such Golf Carts shall be permitted upon the roadways and Common Properties of the Community). Each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that private Golf Carts are not permitted on or within a Lot, Unit or Parcel and that Golf Carts shall only be permitted in the limited fashion prescribed by this Section 6.7.7(a). No amendment or modification to this Section 6.7.7(a) shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

16. Section 6.7.8 of the Master Declaration is hereby amended to read as follows:

6.7.8 Exemptions. In addition to any other exemptions from the provisions of this Section 6.7 stated otherwise, this Section does not apply to vehicles utilized for sales, construction or maintenance operations of or by Declarant, a Builder or the Master Association.

17. Section 6.20 of the Master Declaration is hereby amended to read as follows:

6.20 Temporary Structures. No structure of a temporary character, trailer, tent, shack, storage building, shed, stand-alone garage, barn or other outbuilding (a) shall be used on any portion of the Residential Property at any time as a residence either temporarily or permanently, except that Declarant or a Builder may place any type of temporary structure on any portion of the Residential Property at any time to aid in its construction and/or sales activities, or (b) shall be permitted to be located on any portion of the Residential Property for any other purpose without the prior written approval of the ARC (Declarant shall be exempt from this approval requirement with regard to Declarant-owned Lots, Units or Parcels, and a Builder shall be exempt from this approval requirement with regard to Builder-owned Lots, Units or Parcels). Notwithstanding any provision to the contrary, any free-standing garages contained within a condominium development as originally developed by Declarant shall be permitted without any prior written approval of the ARC or the Master Association.

18. Section 6.21 of the Master Declaration is hereby amended to read as follows:

6.21 Insurance Rates. No Owner shall permit or suffer anything to be done or kept in such Owner's Home or, where applicable, on such Owner's Lot, Unit or Parcel which would increase the rate of insurance as to other Owners or to the Master Association, a Builder or Declarant, result in the cancellation of insurance on any property insured by the Master Association, or would be in violation of any law.

19. Section 6.26.4 of the Master Declaration is hereby amended to read as follows:

6.26.4 Declarant and Builder Exemption; Amendment to Provisions Concerning Signs. Declarant and each Builder are ~~is~~ specifically exempt from the provisions of this Section 6.26, and as such shall be entitled to erect such signs as it deems necessary or desirable in Declarant's or Builder's (as the case may be) sole discretion from time to time (provided, however, that any signs erected by a Builder must be consistent with the size, nature and type of signs employed by Declarant within the Community). No amendment or modification to this overall Section 6.26 pertaining to signs shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

20. Section 6.28 of the Master Declaration is hereby amended to read as follows:

6.28 Air Conditioning Units. No window air conditioning units may be installed on any Lot, Unit or Parcel except in connection with a temporary structure operated by Declarant, a Builder or the Master Association. All air conditioning units shall be screened from view of the street and adjacent Lots, Units and Parcels.

21. Section 6.44 of the Master Declaration is hereby amended to read as follows:

6.44 Sound Transmission. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that sound and impact noise transmission is very difficult to control, and that noises from adjoining or nearby Lot, Unit or Parcel, or from the Common Property and/or mechanical equipment, adjacent businesses, or adjacent roadways or streets, can be heard from within another Home. Declarant and each Builder do ~~does~~ not make any representation or warranty as to the level of sound or impact noise transmission between and among Lots, Units and Parcels and any other portion of the Property, and each Owner hereby waives and expressly releases, to the extent not prohibited by applicable law as to the date of this Master Declaration, any such warranty and claims for loss or damages resulting from sound or impact noise transmission.

22. Section 6.51 of the Master Declaration is hereby amended to read as follows:

6.51 Access by Master Association. The officers, employees or designated agents of the Master Association have a right of entry onto the exterior of each Lot, Unit or Parcel, except those owned by Declarant or a Builder, to the extent reasonably necessary to discharge any duty imposed, or exercise any right granted, by this Master Declaration or to investigate or enforce the provisions of this Master Declaration and the rules and regulations of the Master Association. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and the entry may be only upon reasonable notice whenever circumstances permit. Entry into the interior of any Home may not be made for any purpose without the consent of its Owner, Resident or Authorized User of a Home, except pursuant to court order or other authority conferred by law. Such consent will not be unreasonably withheld or delayed.

23. Section 7.5.5 of the Master Declaration is hereby amended to read as follows:

7.5.5 Easements Reserved to Declarant and Builders. Declarant hereby reserves for itself and each Builder and their respective ~~its~~ successors, assigns and designees a perpetual, non-exclusive easement over, across and through all roadway portions of the Common Property to permit legal ingress to and from public roadways to the various portions of the Community and to permit usage of the Common Property in the manner contemplated hereunder. With respect to Declarant, the foregoing ~~This~~ easements shall continue even after Declarant no longer owns any portion of the Residential Property. With respect to a Builder, the foregoing easements shall automatically terminate and be of no further effect on the date that is six (6) months after such Builder no longer owns any Lot, Unit or Parcel within the Property. The provisions of this Section 7.5.4 shall not be amended for a period of 30 years from the date of recordation of this Master Declaration without the express prior written consent of Declarant (and its specific successors and assigns in its role as developer of the Community).

24. Section 8.14 of the Master Declaration is hereby amended to read as follows:

8.14 Exemption. Notwithstanding anything to the contrary contained herein: ~~,~~

8.4.1 improvements and construction activities of Declarant on any portion of the Property and from time to time shall be exempt from the provisions of this Article; and

8.4.2 improvements and construction activities of a Builder on any Lot, Unit or Parcel owned by such Builder shall be exempt from the provisions of this Article, provided that such improvement and construction activities are consistent with the plans and specifications for such Lots as approved by the ARC prior to such Builder's acquisition of Lots, Units or Parcels in the Community or annexation of any of Builder's property into the Community, whichever occurs first.

25. Section 10.6.1 of the Master Declaration is hereby amended to read as follows:

10.6.1 Each Owner, including specifically each Builder, shall maintain the Lot, Unit or Parcel and all structures, parking areas and other improvements thereon. In the event that a Home or Unit is going to be unoccupied for a consecutive period of one month or longer, the Master Association may require the Owner to designate a responsible firm or individual to undertake such Owner's general maintenance responsibilities, which responsibilities shall include, at a minimum, maintaining exterior appearance, safeguarding the property to prepare for severe weather and repairing the property in the event of any damage therefrom. At the request of the Master Association,

the names and address of such firm or individual must be furnished to the Master Association.

26. Section 14.1.2.1 of the Master Declaration is hereby amended to read as follows:

14.1.2.1 3 months after 90% of the Lots, Units and Parcels in all portions of the Community which are or may be ultimately subject to governance by the Master Association have been conveyed to ~~third party Owners~~ Members other than Builders, contractors, or others that purchase a Lot, Unit or Parcel for the purpose of constructing improvements thereon for resale, as designated by Declarant;

27. Section 14.1.2.6 of the Master Declaration is hereby amended to read as follows:

14.1.2.6 when Declarant waives its rights to Class B membership, which waiver shall be evidenced by the recording of a certificate to such effect in the public records of the County. Notwithstanding the foregoing, as long as WCI is the Declarant and as long as AG owns any Lot or other portion of the Property, WCI may not, without the prior written consent of AG, waive its rights to Class B Membership.

28. Section 16.15.1 of the Master Declaration is hereby amended to read as follows:

16.15.1 Types of Capital Contributions. There shall be 2 different capital contributions that will be paid in conjunction with the purchase of a Lot, Unit or Parcel:

16.15.1.1 Initial Capital Contribution. At the time that the initial sale of each Lot, Unit or Parcel by Declarant or a Builder to a third party purchaser is closed, the purchaser of the Lot, Unit or Parcel shall pay to the Master Association an "Initial Capital Contribution." This sum shall be used and applied for start up costs and as a working fund in connection with any and all operating expenses of the Master Association and any and all obligations of the Master Association that may exist from time to time. This payment shall not be refundable or applied as a credit against the Owner's payment of Assessments. At the onset of the Community, the Initial Capital Contribution shall be set at $500.00, but such amount may be changed from time to time by the Board in its sole discretion. All Initial Capital Contribution monies may be used by the Master Association while under Declarant control as determined by the Board in its sole discretion from time to time, and shall be maintained in the Master Association's general operating accounts in the same manner as monies collected from other sources (exclusive of reserves). In no manner shall an Initial Capital Contribution be required to paid by either Declarant or a Builder in connection with such Builder's acquisition of any Lot, Unit or Parcel from Declarant or a third party.

16.15.1.2 Initial Landscaping Capital Contribution. At the time that the initial sale of each Lot, Unit or Parcel by Declarant or a Builder to a third party purchaser is closed, the purchaser of the Lot, Unit or Parcel shall pay to the Master Association an "Initial Landscaping Capital Contribution." The Initial Landscaping Capital Contribution shall be separate and distinct from the Initial Capital Contribution. The Initial Landscaping Capital Contribution shall be specifically utilized to provide for landscaping replacement and improvements (e.g., annuals, plants, trees and the supporting infrastructure) to the Common Property or other lands required to be maintained by the Master Association pursuant to this Master Declaration or by separate agreement. This payment shall not be refundable or applied as a credit against the Owner's payment of Assessments. At the onset of the Community, the Initial Landscaping Capital Contribution shall be set at $300.00, but such amount may be changed from time to time by the Board in its sole discretion. All Initial Landscaping Capital Contribution monies shall be maintained in a special Master Association banking account (i.e., separate and apart from the general accounts of the Master Association) that is created and

designated solely for such Initial Landscaping Capital Contribution monies. All Initial Landscaping Capital Contribution monies may be used by the Master Association while under Declarant control as determined by the Board in its sole discretion from time to time. In no manner shall an Initial Landscaping Capital Contribution be required to paid by either Declarant or a Builder in connection with such Builder's acquisition of any Lot, Unit or Parcel from Declarant or a third party.

29. Section 22.1.1.1 of the Master Declaration is hereby amended to read as follows:

22.1.1.1 Subject to the provisions of this Master Declaration where applicable and except as otherwise provided herein, Declarant may amend this Master Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time prior to the date on which Declarant shall have conveyed 90% of the Lots, Units and Parcels which are or may be subjected to the scope of this Master Declaration (for purposes of disclosure, Declarant presently intends that all residential property contained or to be contained within the Community shall be subjected to the scope of this Master Declaration); provided, however, that any amendment which could impair the rights of a Builder hereunder in connection with the construction, development and/or sale of a Lot, Unit or Parcel shall require the prior written consent of such Builder in order to be effective. Notwithstanding the foregoing, amendments undertaken solely by Declarant shall comply with Section 720.307(5) of the Act. Any purported amendment without such approval shall be deemed void and of no force and effect unless subsequently approved by a written consent signed by such Builder and recorded in the public records of the County.

30. Section 22.1.2 of the Master Declaration is hereby amended to read as follows:

22.1.2 Amendment by the Master Association. Upon such time as Declarant's rights to amend this Master Declaration expire pursuant to Section 22.1.1 hereof, this Master Declaration may be amended by an instrument executed by the Master Association with the formalities from time to time required of a deed and approved by not less than 67% of the eligible total voting interests in the Master Association, such votes having been cast at a meeting of the Master Association duly-noticed, called and held in accordance with the By-Laws. No amendment is effective until an amendment document is executed by the president or vice president and the secretary of the Master Association certifying that the requisite percentage of Owners approved the amendment, and such amendment document is recorded in the public records of the County. Notwithstanding the foregoing, (a) no instrument of amendment shall be effective while there is Class B membership unless the Class B Member shall approve and join in such instrument, and (b) any amendment which could impair the rights of a Builder hereunder in connection with the construction, development and/or sale of a Lot, Unit or Parcel shall require the prior written consent of such Builder in order to be effective. Any purported amendment without such approval shall be deemed void and of no force and effect unless subsequently approved by a written consent signed by such Builder and recorded in the public records of the County.

31. Section 24.14 of the Master Declaration is hereby amended to read as follows:

24.14 Recognition by Owners of Declarant's and Builder's Rights to Develop and Construct Improvements on the Property. Each Owner on his, her or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that the completion of the development of the Community may occur over an extended period of time and that incident to such development and the construction associated therewith the quiet use and enjoyment of the Property and each portion thereof may be temporarily interfered with by the development and construction work occurring on those portion of the Property owned by Declarant or a

Builder or their respective ~~its~~ successors and assigns and each Owner, on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby waive all claims for interference with such quiet enjoyment and use as a result of the development and construction of the balance of the Property. Each Owner, on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that the development, construction and completion of the balance of the Property may interfere with such Owner's original and existing views, light and air and diminish the same and each such Owner or such Owner's behalf and on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby release Declarant and each Builder and their respective ~~its~~ successors in interest and others involved from all claims that they may have in connection therewith.

32. Section 24.17 of the Master Declaration is hereby amended to read as follows:

24.17 Logos and Trademarks. All logos, trademarks, and designs used in connection with the Community are the property of Declarant, and the Master Association shall have no right to use the same after Transfer of Control except with the express written consent of Declarant. Notwithstanding the foregoing provisions to the contrary, a Builder may use the name "Portico" in such Builder's marketing, sales, and promotional materials.

33. Section 24.18 of the Master Declaration is hereby amended to read as follows:

24.18 Disclosure Concerning Development and Construction Noise and Activities: All Owners, Residents and Authorized Users of the Community are hereby placed on notice that Declarant, Builders ~~third-party builders~~ and/or their agents, contractors, subcontractors, licensees and other designees will be, from time to time, conducting blasting, excavation, construction and other activities within or in proximity to the Community. By the acceptance of a deed or other conveyance or mortgage, leasehold, license or other interest, and by using any portion of the Community, each such Owner, Resident and Authorized User automatically acknowledges, stipulates and agrees (i) that none of the aforesaid activities shall be deemed nuisances or noxious or offensive activities, hereunder or at law generally, (ii) not to enter upon, or allow their children or other persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise) any property within or in proximity to the Community where such activity is being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours), (iii) that Declarant, each Builder and any ~~the other aforesaid~~ related parties shall not be liable for any and all losses, damages (compensatory, consequential, punitive or otherwise), injuries or deaths arising from or relating to the aforesaid activities, except resulting directly from Declarant's or Builder's gross negligence or willful misconduct, (iv) that any purchase or use of any portion of the Community has been and will be made with full knowledge of the foregoing, and (v) that this acknowledgment and agreement is a material inducement to Declarant and each Builder to sell, convey, and/or allow the use of the Lot, Unit or Parcel to third parties. This section shall survive the closing and delivery of a deed of conveyance.

34. Section 24.20 of the Master Declaration is hereby amended to read as follows:

24.20 Flood Zones. Flood zone determinations are made by the Federal Emergency Management Agency. Declarant and each Builder make ~~makes~~ no assurance, with regard to any portion of the Property, that any flood zone designation for a Lot, Unit or Parcel existing as of a particular date will remain the same. Declarant and each Builder further advises ~~that~~ any such flood designation could be changed due to re-grading of the land as a result of the land development process. Each Owner, by virtue

of taking title to a Lot, Unit or Parcel, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that Declarant and each Builder have ~~has~~ no involvement in the determination or designation of flood zone designations for any portion of the Property.

35. Section 24.22 of the Master Declaration is hereby created to read as follows:

24.22 Limitation on Rights as Declarant. Notwithstanding any other provision contained in this Declaration, as long as WCI is the Declarant, WCI shall not, without the prior written consent of AG, have the right to exercise any of Declarant's rights under this Declaration in any manner which will have a material or adverse impact on the Lots or other portion of the Property owned by AG.

36. Section 24.23 of the Master Declaration is hereby created to read as follows:

24.23 Right of AG to Enforce. So long as AG owns any Lot or other portion of the Property, AG shall have the right to enforce any of the provisions of this Declaration, the Articles and the Bylaws that are intended to be for the benefit of AG.

37. Section 24.24 of the Master Declaration is hereby created to read as follows:

24.24 No Obligation to Remedy. Notwithstanding any provision herein to the contrary, none of the provisions of this Declaration shall obligate or be construed to obligate Declarant, or AG, or their respective agents, representatives or employees, to undertake any affirmative action to enforce the provisions of this Declaration or any provision hereof, or to undertake any remedial or corrective action with respect to any actual or asserted violation hereof.

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

39. 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 23rd day of June, 2021.

WITNESSES:

Signature: _____
Print Name: Lance Ellis

Signature: _____
Print Name: Tyler Smith

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 23 RD day of JUNE, 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:

_____
(Signature)

Name: _____
(Legibly Printed)

Notary Public, State of Florida

Karen A. Hughes
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG288290
Expires 2/13/2023

_____
(Commission Number, if any)