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

AMENITIES DECLARATION FOR PORTICO

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NOTICE: As provided in Section 9.16 of this Declaration, 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 the deed of conveyance of the Lot, Unit or Parcel to a third party shall specifically state that the Lot, Unit or Parcel is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of the County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Lots, Units or Parcels.

THIS AMENITIES DECLARATION FOR PORTICO (the "Amenities Declaration") is made by WCI Communities, LLC, a Delaware limited liability company, whose address is 10481 Six Mile Cypress Parkway, Ft. Myers, Florida 33966.

WITNESSETH:

WHEREAS, WCI Communities, LLC, is the Declarant (defined in Article 1 hereof) under this Amenities Declaration and is the developer of a master planned development in Lee County, Florida, known as commonly known as Portico ("Community"), within which Declarant has developed or plans to develop recreational amenities facilities known as the Amenities (as defined below) for use by the owners of the Community who upon the acceptance of ownership of a parcel of residential property therein will automatically become a User of the Amenities; and

WHEREAS, it is the belief of Declarant that the residents of the Community will benefit from having such facilities available for their use; and

WHEREAS, the purpose of this Amenities Declaration is to create restrictive covenants which run with the land of the property on which the Amenities are located and of the property of the Community and to provide for the payment of fees and charges and the regulation of use by the Users; and

WHEREAS, Declarant shall be the owner of the Amenities unless and until the Amenities are transferred as provided more fully hereinafter; and

WHEREAS, there will not be a members' or other form of owners association associated with the Amenities, except as may be otherwise provided hereinafter;

NOW, THEREFORE, Declarant hereby declares that the Amenities Property and the Residential Property (defined below) and such additions as may, in the future, be made subject to the terms of this Amenities Declaration, shall be held, transferred, sold, conveyed, leased, mortgaged, occupied, used and otherwise dealt with subject to the terms and conditions of this Amenities Declaration, and which will run with the Residential Property and shall be binding upon all persons having and/or acquiring any right, title or interest in the Amenities Property and the Residential Property or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Amenities Property and the Residential Property, or any portion thereof.

ARTICLE 1: DEFINITIONS

The terms used in this Amenities Declaration shall have the following meanings, unless the context otherwise requires:

1.1 "Amenities" means the Amenities Property together with the Amenities Facilities (and the services provided) owned initially by Declarant or a related entity. The Amenities may be unilaterally named by Amenities Owner at any time. The term "Amenities" shall be synonymous with the term "Amenities" as defined in the Master Declaration.

1.2 "Amenities Declaration" means this instrument, entitled "Amenities Declaration for Portico," as may be amended or supplemented from time to time, together with its exhibits.

1.3 "Amenities Expenses Fee" means the fee paid by an Owner for the costs of operation, maintenance and insurance of the Amenities, as more specifically described in Section 5.2.1.2 hereof.

1.4 "Amenities Facilities" means the facilities, improvements and personal property which Amenities Owner shall actually have constructed and/or made available to Users for purposes of this Amenities Declaration. The Amenities Facilities are contemplated to consist of certain recreational amenities plus related facilities such as parking and operational support, together with such other buildings, amenities, facilities, furnishings, fixtures, equipment and personalty as Amenities Owner determines in its sole discretion to include for use by the Users from time to time. The Amenities

Facilities are subject to change at any time and from time to time. Declarant and Amenities Owner shall have no obligation to construct or make available any or all of the Amenities Facilities.

1.5 "Amenities Fees" means collectively the Amenities Expenses Fee and the Base Amenity Fee.

1.6 "Amenities Fees and Charges" means collectively the Amenities Fees, the Special Charges, and the Annual Amenities Minimum Food and Beverage Charge, which are levied and/or charged against a User pursuant to this Amenities Declaration.

1.7 "Amenities Owner" means the owner of the Amenities Property from time to time, whether Declarant or a related party or a successor, designee or grantee thereof. Accordingly, Amenities Owner may change from time to time (e.g., an existing Amenities Owner may sell the Amenities or transfer ownership of the Amenities Property and Amenities Facilities to another Person, an entity of local government, a not-for-profit corporation, the Master Association, a community development district, some other special district or otherwise). Notwithstanding that Amenities Owner and Declarant may be the same party, affiliates or related parties from time to time, each Owner acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that Amenities Owner and Declarant may be different and shall not be considered being one and the same party, and neither of them shall be considered the agent or partner of the other. At all times, Amenities Owner and Declarant shall be considered separate and viewed in their separate capacities. No act or failure to act by Declarant shall at any time be considered an act of Amenities Owner and shall not serve as the basis for any excuse, justification, waiver or indulgence to the Owners with regard to their prompt, full, complete and continuous performance of their obligations and covenants hereunder or vice versa.

1.8 "Amenities Property" means the real property designated in Exhibit A attached hereto and made a part hereof, which may be increased or decreased in accordance with Section 2.4 hereof, upon which the Amenities Facilities shall exist. Unless specifically provided otherwise or the context requires the meaning of Amenities Property to mean only the unimproved land, the Amenities Property shall be deemed to include all Amenities Facilities constructed thereon which constitute the Amenities.

1.9 "Annual Amenities Minimum Food and Beverage Charge" means, if established by Amenities Owner, the minimum amount of food and/or beverage expenses which an Owner must spend at the Amenities each calendar year, as more particularly described in Section 5.3.3 hereof.

1.10 "Base Amenity Fee" means the annual membership fee to be paid by each Owner of a Lot, Unit or Parcel with regard to such Lot, Unit or Parcel, as more specifically described in Section 5.2.1.1 hereof.

1.11 "Community" means the master planned community development project known as Portico.

1.12 "County" means Lee County, Florida.

1.13 "Declarant" means and refers to WCI Communities, LLC, a Delaware limited liability company, its successors, the grantee of all lands it owns in the Community, or such of its assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant is the developer of the Community.

1.14 "Home" means either (a) a 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 (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.

1.15 "Lender" means (i) the "Institutional Holder" of a first mortgage encumbering a Lot, Unit or Parcel or other portion of the Residential Property, or (ii) Declarant and its affiliates, to the extent

Declarant or its affiliates finances the purchase of a Home initially or by assignment of an existing mortgage. The term "Institutional Holder" shall mean any federally or state chartered bank, insurance company, a FHLMC, FNMA, GNMA, HUD, VA or FHA approved mortgage lending institution, a recognized pension fund investing in mortgages, or any federally or state chartered savings and loan association or savings bank.

1.16 "Lot" means a subdivided lot created by a subdivision plat and designed for residential use through construction of a Home thereon.

1.17 "Master Association" means the Portico Master Property Owners Association, Inc., a Florida not-for-profit corporation, being the entity created to administer certain common functions for the Community pursuant to the Master Declaration.

1.18 "Master Declaration" means and refers to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Portico, as recorded in the public records of the County subsequent to the recording of this Amenities Declaration, and as may be amended from time to time.

1.19 "Non-Deeded User Fee" means the fee charged to a Non-Deeded User for the use of the Amenities, in accordance with Section 5.2.2 hereof.

1.20 "Owner" means and refers to the Person or Persons other than the Declarant holding fee simple interest of record to Lot, Unit or Parcel within the Residential Property. Owners shall not include any mortgagee unless and until such mortgagee has acquired title to a Lot, Unit or Parcel pursuant to an action for foreclosure or any procedure in lieu of foreclosure.

1.21 "Parcel" means a portion of the Residential Property developed or anticipated to be developed as single-family detached homes, zero lot-line detached single-family homes, multi-family structures, duplexes, townhouses or multi-story dwellings.

1.22 "Person" means a natural individual or any other entity with the legal right to hold title to real property.

1.23 "Residential Property" means the lands described in Exhibit B attached hereto and made a part hereof, and any other residential lands made subject to this Amenities Declaration by annexation, and less any lands withdrawn, pursuant to Sections 2.2 and 2.3 hereof.

1.24 "Rules and Regulations" means those rules and regulations for the use of the Amenities Facilities and the Amenities Property as promulgated from time to time by Amenities Owner.

1.25 "Special Amenities Charges" means those charges levied against an Owner pursuant to Article 5 hereof.

1.26 "Special Charges" means collectively the Special Amenities Charges and the Special Use Charges.

1.27 "Special Use Charges" means those charges levied against an Owner pursuant to Article 5 hereof.

1.28 "Subject Property" means the real property subjected to this Amenities Declaration which is subject to Amenities Fees and Charges. At the inception of the Community, the Subject Property shall mean the Residential Property.

1.29 "Supplemental Declaration" means any instrument which may be recorded by Declarant for the purpose of supplementing this Amenities Declaration or for the purpose of withdrawing portions of the Residential Property or Amenities Property or annexing additional property, all in accordance with the terms and provisions hereof.

1.30 "Transfer of Control" means that date following conversion of Class "B" votes to Class "A" votes, upon which Declarant transfers majority control of the Master Association's board of directors as provided in Article 14 of the Master Declaration.

1.31 "Unit" means a condominium unit created pursuant to a declaration of condominium (which instrument constitutes a "Subdivision Declaration" under the Master Declaration).

1.32 "User" means an individual who is entitled to use the Amenities pursuant to this Amenities Declaration. There shall be two types of Users:

1.32.1 "Deeded Users," which shall mean (a) the record Owner of a Lot, Unit or Parcel subjected to this Amenities Declaration for which Assessments shall be levied, (b) the spouse of the Owner, and (c) all unmarried children 22 years of age or younger of either the Owner or the Owner's spouse. If an Owner is unmarried, the Owner may designate one other person who is living with such Owner in the Lot, Unit or Parcel in addition to children of the Owner as an additional adult Deeded User. Children of such additional adult Deeded User shall also be deemed to be Deeded Users. No unmarried child or other person shall qualify as a Deeded User unless such person is living with the Owner within a Lot, Unit or Parcel. Notwithstanding the foregoing to the contrary, in no event shall a Lot, Unit or Parcel have more than 8 Users, but only 4 Deeded Users shall be permitted pursuant to payment of the Amenities Fees (meaning that additional fees would be required to be paid for the additional 2 Users, who for purposes of payment shall be deemed to be Non-Deeded Users), all as further provided hereinafter; and

1.32.2 "Non-Deeded Users," which shall mean individuals who are entitled to use the Amenities as permitted from time to time by Amenities Owner, whether or not for a fee. A Non-Deeded User may be permitted to use the Amenities as determined by Amenities Owner in its discretion from time to time.

1.33 "User Entry Device" means the card, fob or other device to be issued to each User entitled to use the Amenities Facilities as evidence of such individual's right to do so.

ARTICLE 2: PROPERTY SUBJECT TO THIS AMENITIES DECLARATION

2.1 Legal Description. The initial real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Amenities Declaration is described in Exhibit B attached hereto and made a part hereof.

2.2 Withdrawal of Land from the Property. Declarant shall have the absolute right, but shall have no obligation, to withdraw at any time or from time to time from the scope of this Amenities Declaration any portion or all of the Property which is or are owned by Declarant. The withdrawal of lands as aforesaid shall be made and evidenced by the recording in the public records of the County of a Supplemental Declaration unilaterally executed by Declarant, describing the lands to be withdrawn. Declarant reserves the right to so amend and supplement this Amenities Declaration without the consent or joinder of any User or Owner. Upon the filing of such a Supplemental Declaration, all such land described therein shall be relieved from the effect of this Amenities Declaration and any restrictions, obligations or lien rights hereunder.

2.3 Annexation of Property to Become a Portion of the Property. Additional real property owned by Declarant may be subjected by Declarant to this Amenities Declaration. Such annexations subjecting the additional real property to the terms and conditions of this Amenities Declaration shall be made and evidenced by the recording in the public records of the County of a Supplemental Declaration unilaterally executed by Declarant, describing the lands to be annexed. Declarant reserves the right to so amend and supplement this Amenities Declaration without the consent or joinder of any User or Owner. Upon the filing of such a Supplemental Declaration, all such land described therein shall be subjected to the provisions of this Amenities Declaration and all restrictions, obligations and lien rights hereunder.

2.4 Annexation and Withdrawal of Amenities Property. Declarant and Amenities Owners reserve the right from time to time in their sole discretion to subject additional lands to become a part of the Amenities Property. Declarant and Amenities Owner also reserve the right from time to time in their sole discretion to withdraw portions of the Amenities Property from the scope of this Amenities Declaration. Any addition to or withdraw of lands under this Section shall be accomplished by recording a Supplemental Declaration in the public records of the County executed by Declarant or Amenities Owner (as the case may be), describing the lands to be withdrawn. The land substituted by Declarant or Amenities Owner for land withdrawn from the scope of this Amenities Declaration shall contain recreational facilities but not necessarily the same type or extent of facilities that were located on the withdrawn land.

2.5 Private Property. The Amenities Property is, and shall remain, private property of Amenities Owner, and nothing contained in this Amenities Declaration shall be deemed to grant any User a right to use the Amenities Property as a place of public assembly.

2.6 Conveyance of Amenities. No consent of the Master Association, any Owner or any User shall be required in connection with the conveyance or change in ownership or operation of the Amenities, with or without consideration; provided, however, any such conveyance or change in ownership or operation shall be subject to this Amenities Declaration and, specifically, the obligation of Amenities Owner to transfer the Amenities to the Master Association on or before the date of Transfer of Control as provided in Section 9.20 below.

ARTICLE 3: AMENITIES FACILITIES

3.1 Amenities Facilities. Amenities Owner intends, but is not obligated, to construct the Amenities Facilities on the Amenities Property which will be and shall remain the property of Amenities Owner, subject only to the provisions hereof. The Amenities Facilities are contemplated to contain a clubhouse with a variety of use and related areas, certain pool facilities, and various outdoor activity areas. Amenities Owner has the right to unilaterally, and without the joinder of any party whatsoever, add to, alter, modify and amend the Amenities Facilities at any time. If Amenities Owner does not provide any recreational or commonly used facilities available to the Users, there will be no Amenities Fees and Charges charged pursuant to this Amenities Declaration.

3.2 Construction of the Amenities Facilities. Amenities Owner will construct the Amenities Facilities at its sole cost and expense. Amenities Owner shall be the sole judge as to the plans, size, design, location, completion schedule, materials, equipment, size, and contents of the Amenities Facilities. Amenities Owner shall have the unequivocal right to:

3.2.1 develop, construct and reconstruct, in whole or in part, the Amenities Facilities within and for the Community, and make any additions, alterations, improvements, or changes thereto;

3.2.2 maintain leasing and/or sales offices (for sales and resales of residential properties within and for the Community or other properties being developed by Declarant or Amenities Owner), general offices, and construction operations on the Amenities Property, including, without limitation, displays, counters, meeting rooms, and facilities for the sales and re-sales of residential properties;

3.2.3 place, erect, and/or construct portable, temporary, or accessory buildings or structures upon the Amenities Property for sales, construction, storage, or other purposes, including interim recreational facilities for tennis, swimming and fitness until permanent Amenities Facilities are completed (but no obligation shall exist to require any interim recreational facilities);

3.2.4 temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Amenities Property in connection with the development or construction of any of the Amenities Facilities or any improvements located within or for the Community;

3.2.5 post, display, inscribe or affix to the exterior of the Amenities Facilities and on the Amenities Property, signs and other materials used in developing, constructing, selling, or promoting the sale of portions of the Community and other properties being developed by Declarant;

3.2.6 conduct whatever commercial activities within the Amenities Facilities and on the Amenities Property deemed necessary and/or appropriate by Amenities Owner;

3.2.7 develop, operate and maintain the Amenities Facilities when and to the extent deemed appropriate, in the sole and absolute discretion of Amenities Owner;

3.2.8 excavate fill from any lakes or waterways within and/or contiguous to the Amenities Property by dredge or dragline, store fill upon the Amenities Property, and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Amenities Property and use and/or sell excess plants and trees;

3.2.9 do all other activities which, in the sole opinion of Amenities Owner, are necessary for the development and use of the Amenities Property and Amenities Facilities; and

3.2.10 not construct or otherwise develop any Amenities Facilities or otherwise constitute the Amenities on the Amenities Property or when constructed, developed and constituted, to not continuously operate the Amenities or make the Amenities Facilities available to Owners or others who would constitute Users of the Amenities.

3.3 Changes. Amenities Owner reserves the absolute right, from time to time, to alter or change the amenities of the Amenities, including, but not limited to, construction of additional portions of the Amenities Facilities and/or the removal or modification thereof, at any time.

ARTICLE 4: USE RIGHTS

4.1 Users in General. The Amenities Facilities will be available to Users and their tenants and guests by Amenities Owner from time to time, if and to the extent provided hereinafter and otherwise in this Amenities Declaration:

4.1.1 Provisions Applicable to Deeded Users.

4.1.1.1 Being a Deeded User is appurtenant to ownership of a Lot, Unit or Parcel. Upon the resale or transfer of a Unit, the new owner, will, upon submission of an information statement, be entitled to Deeded User privileges. The Deeded User privileges of the selling or transferring owner shall terminate upon the closing of the sale or transfer of the Lot, Unit or Parcel.

4.1.1.2 Deeded Users are permitted to have houseguests and other guests use the Amenities Facilities upon payment of the applicable guest fees and charges and in compliance with the procedure set forth in the Rules and Regulations. "Houseguests" shall mean visitors of an Owner occupying such Owner's Lot, Unit or Parcel for a temporary period not to exceed 30 consecutive days and in any event not more than 60 days within any 12 month period. No more than 4 individuals may be named by the Owner as the designated Deeded Users for the Lot, Unit or Parcel at any one time. The Owner of a Lot, Unit or Parcel shall automatically and absolutely transfer their Amenities use privileges to a lessee who occupies the Lot, Unit or Parcel pursuant to a lease entered into pursuant to Section 24.13 of the Master Declaration, and such Owner (and the members of such Owner's family) shall not have any rights to use the Amenities during the applicable period of the lease, unless the Owner agrees to be classified as a Non-Deeded User during the period of the lease and pays the Non-Deeded User Fees as required by Amenities Owner.

4.1.1.3 If a Lot, Unit or Parcel is owned by an entity, such as, by way of example and not limitation, corporation, partnership or trust, privileges to use the Amenities Facilities shall be available to the individuals designated by the Owner (and such individuals shall be deemed to be Deeded Users). The individuals must complete an information statement (in the form and containing

such information as provided and required by Amenities Owner from time to time) and be in residence. No more than 4 individuals may be named by the corporation, partnership, trust or as the designated Deeded Users for the Lot, Unit or Parcel at any one time. An Owner under this subsection may change the designated Deeded Users once per year upon application to Amenities Owner, which application shall include the submission of an information statement by the new designee as may be required by Amenities Owner, payment of any redesignation fee imposed by Amenities Owner from time to time, and any other information deemed necessary and reasonable by Amenities Owner in such regard.

4.1.2 Provisions Applicable to Non-Deeded Users. Amenities Owner shall have any and all rights, on terms and conditions established by Amenities Owner from time to time, to offer varying use memberships to non-residents of the Community, which individuals shall be deemed to be Non-Deeded Users.

4.2 Use Privileges of a User. Each User shall have such nonexclusive rights and privileges as shall from time to time be granted by Amenities Owner, in its sole discretion, but these rights and privileges shall include, without limitation, the following:

4.2.1 access to and use of any room or facility constituting part of the Amenities Facilities in exchange for the payment of the Amenities Fees and any other established Special Charge as applicable, subject to available capacity, other provisions of this Section and this Amenities Declaration, and the Rules and Regulations (which shall include limitations on use by Non-Deeded Users that are provided access to all portions of the Amenities based upon the nature of their use membership); and

4.2.2 the right to participate in and attend social events for the Users (unless an event is limited to a specific limited group or organization authorized by Amenities Owner) upon the payment of the Amenities Fees and any other established Special Charges as applicable, and subject to the available capacity of the event and the Rules and Regulations.

The Users shall have no right to access any portions of the Amenities Property leased or licensed to third parties or the Users, except as and when permitted by Amenities Owner.

4.3 Promotional Access and Use of Amenities Facilities.

4.3.1 Declarant is entitled to designate Non-Deeded Users with privileges to use the Amenities Facilities on terms and conditions established by Amenities Owner from time to time. Neither Declarant nor the Non-Deeded Users shall be obligated to pay any fees or charges except as Amenities Owner may require. Amenities Owner may (without being obligated to) establish separate accounts for each person designated to use the Amenities Facilities pursuant to this Section, and shall bill such individual directly for the accounts owed. The designees of Declarant that use the Amenities Facilities shall pay their personal food, beverage and merchandise purchases.

4.3.2 Declarant and its affiliates and designees further have the right to schedule and hold marketing, promotional and other events (whether in season or out of season) at the Amenities Facilities, including, without limitation, tournaments or exhibitions, so long as such events do not preempt previously scheduled functions of the Amenities.

4.3.3 Declarant and its affiliates and designees further have the right to promote the Amenities in advertisements, promotional materials and other promotional media by making reference to the Amenities Facilities.

4.3.4 Amenities Owner shall permit Declarant to designate individuals to use all Amenities Facilities for the purpose of entertaining prospective retail purchasers of Homes, including resales.

4.4 Subordination. This Amenities Declaration and the rights of Users to use the Amenities are and shall be subject and subordinate to (a) any ground lease, mortgage, deed of trust or other

encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Amenities Property by Amenities Owner; and (b) any easements, restrictions, limitations, condition of record and other conditions of governmental authorities. This provision shall be self-operative.

4.5 Ownership and Transfer of the Amenities. Amenities Owner may sell, encumber or convey the Amenities and any or all of the Amenities Facilities and/or Amenities Property to any Person in its sole and absolute discretion at any time prior to Transfer of Control. Among others, such Person may be the Master Association (as more specifically provided in Section 9.20 hereof).

ARTICLE 5: PAYMENTS TO BE MADE TO AMENITIES OWNER BY THE USERS AND LIEN RIGHTS

5.1 Amenities Fees and Charges. In consideration of the rights for Users established in this Amenities Declaration for use of the Amenities Facilities, the Owner of a Lot, Unit or Parcel is obligated to pay in advance all Amenities Fees and Charges which are set forth herein, and also is obligated to abide by any applicable Rules and Regulations. If a Lot, Unit or Parcel is owned by more than one Owner, then the obligation to pay Amenities Fees and Charges shall be joint and several.

5.2 Composition of Amenities Fees.

5.2.1 Provisions Applicable to Deeded Users. Each Owner that is a Deeded User agrees to pay, in a timely fashion when due and without setoff or reduction, to Amenities Owner, or its designees, the Amenities Fees in the amount established from time to time by Amenities Owner and in accordance with this Amenities Declaration. The initial installment of the Amenities Fees to be paid by each Owner will be prorated based upon the date on which the Owner takes title to the Lot, Unit or Parcel.

5.2.1.1 Base Amenity Fee. The Owner of a Lot, Unit or Parcel shall pay on such basis as Amenities Owner may elect pursuant to this Amenities Declaration and without setoff or reduction, to Amenities Owner, or its designee, the Base Amenity Fee. The Base Amenity Fee shall be $500.00 for the first calendar year or portion thereof during which the Amenities are available for use by the Users. Thereafter, on January 1st of each subsequent year thereafter, the Base Amenity Fee may be increased by Amenities Owner in an amount not to exceed 10% over and above the prior year's Base Amenity Fee. The Amenities Owner may, but shall not be obligated to, decrease the Amenities Fees in its sole discretion at any time. If Amenities Owner elects to decrease or increase the Amenities Fees from time to time, Amenities Owner shall notify each Owner of such decrease or increase by providing notice to the Owners. As of the date that this Amenities Declaration is recorded, Amenities Owner intends to collect the Base Amenity Fee in advance on an annual basis, but reserves the right to change the payment period to a monthly or quarterly basis or some other time period. The initial installment of the Base Amenity Fee to be paid by each Owner will be prorated based on the date on which the Owner takes title to a Lot, Unit or Parcel. Notwithstanding the foregoing, Amenities Owner, in its sole discretion, may require the Owner of a Lot, Unit or Parcel to pay the Base Amenity Fee on an annual or other basis in advance, based on prior poor payment history or other financial concerns.

5.2.1.2 Amenities Expenses Fee.

5.2.1.2.1 Separate and apart from the Base Amenity Fee, the Owner of a Lot, Unit or Parcel agrees to pay, in a timely fashion when due, without setoff or reduction, the Amenities Expenses Fee in the amount established from time to time by Amenities Owner (which shall be equal to a pro rata portion of Amenities Owner's costs and expenses necessary and required for or related to owning, staffing, operating, managing, maintaining and insuring all of the Amenities and all of the Amenities Facilities and any and all activities associated therewith or related thereto. For purposes of clarity, the Amenities Expenses Fee shall be calculated following application of revenues from goods and services sold or provided at the Amenities Facilities (exclusive of the costs and expenses for individualized services paid directly by a User to a third party provider, such as, but not necessarily limited to, instructional lessons, fitness trainers and massage therapists; all payments for such services are and would be made by the User to Amenities Owner, and Amenities Owner shall remit such funds directly to the third party provider of such services without reduction in the payment amount for any reason).

Amenities Owner shall notify each Owner of the amount of the Amenities Expenses Fee prior to the commencement of a new calendar year and time period for which an Amenities Expenses Fee has been determined by Amenities Owner, in its sole discretion. As of the date that this Amenities Declaration is recorded, Amenities Owner intends to collect the Amenities Expenses Fee in advance on an annual basis, but reserves the right to change the payment period to a monthly or quarterly basis or some other time period. The initial installment of the Amenities Expenses Fee to be paid by each Owner will be prorated based on the date on which the Owner takes title to a Lot, Unit or Parcel.

5.2.1.2.2 The Amenities Expenses Fee covers a maximum of 4 Deeded Users for a Lot, Unit or Parcel (as more specifically provided in Sections 1.32.1 and 4.1.1 hereof). In the event a Lot, Unit or Parcel contains more than 4 Deeded Users, the Owner of such Lot, Unit or Parcel shall be charged a fee, based upon a formula to be determined from time to time by Amenities Owner in its sole discretion, in addition to the Amenities Expenses Fee, for the additional 1 or 2 Deeded Users (as per Section 1.32.1 there shall be a maximum of 6 Deeded Users per Lot, Unit or Parcel) in the Lot, Unit or Parcel. Any such additional fees shall be deemed to constitute a portion of the Amenities Fees for the particular Lot, Unit or Parcel, and shall be subject to the lien provisions and rights contained herein.

5.2.2 Provisions Applicable to Non-Deeded Users. A Non-Deeded User may be required to pay, in a timely fashion when due, to Amenities Owner, or its designees, an Non-Deeded User Fee in an amount established from time to time by Amenities Owner for such Non-Deeded User's level and degree of use of the Amenities. Amenities Owner may also create other classifications of use for which a Non-Deeded User may be required to be paid. Any Non-Deeded User Fee charged by Amenities Owner against a Non-Deeded User does not necessarily have to be in an amount (prorated or otherwise) that would be equal to an amount to be paid by a Deeded User for like use ability.

5.3 Special Charges; Food and Beverage Charges.

5.3.1 Special Use Charges. Amenities Owner shall have the right to establish from time to time, by the Rules and Regulations or otherwise, specific charges or special charges ("Special Use Charges"), which will be charged as applicable for costs of goods, special services or facilities provided to a User relating to the special use of the Amenities or tickets for shows, special events or performances held in the Amenities Facilities. Special Use Charges shall be payable at such time as determined by Amenities Owner.

5.3.2 Special Amenities Charges. If an Owner, other Deeded Users having access and use rights through regular residency in the same Lot, Unit or Parcel, the houseguests or lessees of such Deeded Users, or any Non-Deeded User does anything which increases the cost of maintaining or operating the Amenities, or cause damage to any part of the Amenities Facilities or the Amenities Property, Amenities Owner may levy an additional and special charge against such Owner or Non-Deeded User (as the case may be) in the amount necessary to pay such increased cost or repair such damage, and enforcement of collection of such amount shall be as provided hereinafter.

5.3.3 Annual Amenities Minimum Food and Beverage Charge. Amenities Owner may, but shall not be under any obligation to, establish an Annual Amenities Minimum Food and Beverage Charge for a particular calendar year, with such amount to be solely determined by Amenities Owner on an annual basis and being subject to change from time to time. In the event that an Owner fails to purchase food and/or beverages at the Amenities during a calendar year in an amount equal to or in excess of the Annual Amenities Minimum Food and Beverage Charge, Amenities Owner shall charge the Owner for the difference between the Annual Amenities Minimum Food and Beverage Charge and the amounts actually spent by the Owner, and such charged amount shall be secured by the lien described in Section 5.12 hereof. If Amenities Owner elects to establish an Annual Amenities Minimum Food and Beverage Charge, such Annual Amenities Minimum Food and Beverage Charge shall be determined by Amenities Owner for the upcoming year not later than December 15th of the current year, and Amenities Owner shall publish such amount to the Owners either (1) by posting a written notice of the new Annual Amenities Minimum Food and Beverage Charge in a conspicuous location within the Amenities Facilities, or (2) by delivering written notice of the new Annual Amenities Minimum Food and Beverage Charge to

the Owners. The Annual Amenities Minimum Food and Beverage Charge shall be exclusive of any Taxes (as defined hereinafter) due and owing on food and/or beverage purchases.

5.4 Statement of Account Status. Within 15 days of receipt of a written request, and for a reasonable charge, Amenities Owner, or its manager or agent, shall furnish to an Owner a written statement setting forth whether the Amenities Fees and Charges have been paid and/or the amount which is due as of any date with regard to a Lot, Unit or Parcel. As to parties (other than Owners) who, without knowledge of error, rely on the written statement, the written statement shall be conclusive evidence of the amount of any charges therein stated.

5.5 Taxes.

5.5.1 The Amenities Fees shall not include any sales, use and other governmental taxes (collectively, "Taxes") due and owing in connection with the use rights provided to Owners hereunder. At the time of payment of the Amenities Fees, each Owner shall be required to deliver to Amenities Owner the applicable Taxes imposed upon the Amenities Fees by governmental entities. At the time of payment of the Non-Deeded User Fees, each Non-Deed User shall be required to deliver to Amenities Owner the applicable Taxes imposed upon the Non-Deeded User Fees by governmental entities. Amenities Owner shall be required to deliver notice to each Owner and Non-Deeded User of the amount of Taxes that are owed, and such notice shall be given together with notice of the amount of the Amenities Fees or the Non-Deeded User Fees (as the case may be).

5.5.2 If a Special Amenities Charge or a Special Use Charge is levied upon an Owner or a Non-Deeded User, such Owner or Non-Deeded User shall be required to pay any and all applicable Taxes due and owing in connection therewith, and shall be required to remit such Tax payments to Amenities Owner at the time of payment of the Special Amenities Charge or a Special Use Charge. When levying a Special Amenities Charge or a Special Use Charge, Amenities Owner shall be required to notify the Owner or the Non-Deeded User of the amount of Taxes that are due and owing in such regard.

5.6 Continuing Obligations. Each Owner's obligations to pay the Amenities Fees and Charges shall be perpetual regardless of whether such Owner's Lot, Unit or Parcel is destroyed, renovated, replaced, rebuilt or leased, or is otherwise not occupied.

5.7 Payment Per Lot, Unit or Parcel. The Owner of a Lot, Unit or Parcel shall pay the Amenities Fees charged by Amenities Owner for such Lot, Unit or Parcel. If an Owner owns more than one Lot, Unit or Parcel, the Amenities Fees are payable for each and every Lot, Unit or Parcel owned by such Owner. If a Lot, Unit or Parcel is leased, the Owner shall remain responsible for the payment of the Amenities Fees, although the Owner may collect same from the lessee through the lease payments.

5.8 Excuse or Postponement. Amenities Owner may excuse or postpone the Amenities Fees and Charges for all or some of the Owners in its sole and absolute discretion.

5.9 Exemption for Amenities Owner and Declarant. Under no circumstances shall Amenities Owner or Declarant be required to pay any Amenities Fees and Charges.

5.10 Commencement of Charges. The obligation to pay the Amenities Fees and Charges shall commence and remain ongoing as to each Lot, Unit or Parcel on the day of the conveyance of title of a Lot, Unit or Parcel to such Owner from Declarant or another developer or builder within the Residential Property.

5.11 Collection of Amenities Fees and Charges. Amenities Owner shall collect from the Owners in advance the Amenities Fees and Charges directly, by and through the manager of the Amenities Facilities, or by other means chosen in the sole discretion of Amenities Owner. With regard to Non-Deeded Users, Amenities Owner shall collect applicable Amenities Fees and Charges in any manner determined by Amenities Owner from time to time in its sole discretion.

5.11.1 Master Association as Collection Agent. Pursuant to a separate agreement or arrangement between Amenities Owner and the Master Association, Amenities Owner shall have the power to contract with the Master Association for the Master Association to collect the Amenities Fees and Charges due to Amenities Owner from the Owners pursuant to this Amenities Declaration at the same time the Master Association collects assessments from the Owners pursuant to the Master Declaration. As more particularly provided in the arrangement with the Master Association, the Master Association shall hold the collected funds in trust for Amenities Owner and shall forward all amounts due to Amenities Owner, together with a record of which Owners did and did not pay.

5.11.2 Record Keeping. If Amenities Owner arranges with the Master Association for the Master Association to collect Amenities Fees and Charges from the Owners and if directed in writing by Amenities Owner, the Master Association shall use computer software or accounting practices acceptable to Amenities Owner in connection with the Master Association's record keeping responsibilities respecting the Amenities Fees and Charges due to Amenities Owner pursuant to this Amenities Declaration.

5.11.3 Diligence. If Amenities Owner arranges with the Master Association to collect Amenities Fees and Charges due to Amenities Owner pursuant to this Amenities Declaration, the Master Association shall diligently enforce collection of all delinquencies including enforcement of all liens in the name of Amenities Owner.

5.11.4 Application of Funds. If the Master Association agrees to collect Amenities Fees and/or other Amenities Fees and Charges due to Amenities Owner from the Owners pursuant to this Amenities Declaration, and the Master Association collects such monies and Master Association assessments from a particular Owner for any period (whether or not those funds are designated as payment of Amenities Fees and Charges or Master Association assessments), those funds shall be first allocated to the payment of Amenities Fees and Charges and then to the payment of Master Association assessments.

5.11.5 Collection from and Enforcement Against Non-Deeded Users. Amenities Owner shall be solely responsible for collecting any Amenities Fees and Charges due and owing from the Non-Deeded Users. If a Non-Deeded User fails to pay Amenities Fees and Charges in the time frame prescribed by Amenities Owner, Amenities Owner shall be immediately entitled to suspend or terminate the use and access rights of such Non-Deeded User, and Amenities Owner shall also have an action at law to recover any outstanding amounts due and owing (although Amenities Owner shall have no obligation to undertake any such legal action for recovery of the funds).

5.12 Creation of the Lien and Personal Obligation for Payment of Amenities Fees and Charges by Owners.

5.12.1 Claim of Lien. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges, agrees and covenants, and shall be deemed to have acknowledged, agreed and covenanted, that the Amenities Fees and Charges, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels of proceedings including appeals, collection and bankruptcy for the nonpayment thereof in whole or in part, shall be secured by a lien in favor of Amenities Owner encumbering the Lot, Unit or Parcel owned by the Owner. Such lien shall be active and payable upon recording a claim of lien in the public records of the County stating the description of the real property, the name of the Owner, and the amounts due as of that date; however, the priority of the lien shall relate back to the date that this Amenities Declaration is recorded. The claim of lien shall also cover any additional amounts which accrue thereafter until satisfied. All unpaid Amenities Fees and Charges, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner at the time such Amenities Fees and Charges became due and owing, as well as the Owner's heirs, devisees, personal representatives, successors or assigns and grantees. If a Lot, Unit or Parcel is leased, the Owner shall be liable hereunder notwithstanding any provision in his lease to the contrary or for reimbursement.

5.12.2 Subordination of the Lien to First Mortgagees. Notwithstanding the priority established in Section 5.12.1, the lien for Amenities Fees and Charges shall be subordinate to a bona fide first mortgage held by a Lender on any Lot, Unit or Parcel, if the mortgage is recorded in the public records of the County prior to the recording of the claim of lien. The claim of lien shall not be affected by any sale or transfer of a Lot, Unit or Parcel, except in the event of a sale or transfer of a Lot, Unit or Parcel pursuant to a foreclosure (or deed in lieu of foreclosure) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a claim of lien encumbering the Lot, Unit or Parcel or chargeable to the former Owner of the Lot, Unit or Parcel which became due prior to such sale or transfer. However, any sale or transfer pursuant to a foreclosure (or deed in lieu of foreclosure) by a Lender shall not relieve the Owner from liability for failure to pay Amenities Fees and Charges. Amenities Owner shall have the right, but not the obligation, to cure any default under a mortgage held by such Lender within the time periods applicable to Owner. In the event Amenities Owner makes such payment on behalf of an Owner, Amenities Owner shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be a Special Amenities Charge payable by such Owner with appropriate interest.

5.13 No Set-Offs. No Owner shall have the right to set-off or reduce any Amenities Fees and Charges by any claims that such Owner may have or may claim to have against Amenities Owner or against Declarant.

5.14 Remedies of Amenities Owner for Non-Payment. If any Amenities Fees and Charges are not paid by an Owner within 10 days after the due date, a late fee (to compensate Amenities Owner for administrative expenses due to late payment) of $25.00 per month, or such greater amount established by Amenities Owner pursuant to the Rules and Regulations, together with interest on all amounts payable to Amenities Owner in an amount equal to 15% per annum or such other rate as may be from time to time determined by Amenities Owner (provided, however, that such rate of interest shall not exceed the maximum rate not constituting usury under Florida law), beginning from the due date until paid in full, shall be levied (and in no manner shall the total amount of penalties and interest to be charged against an Owner exceed the usury rate as applicable in the State of Florida). Amenities Owner may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the delinquent Amenities Fees and Charges and/or foreclose the lien against the Lot, Unit or Parcel. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. Amenities Owner shall not be required to bring such an action if it believes that the best interests of the Amenities would not be served by doing so. There shall be added to the claim of lien all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. Amenities Owner shall have all of the remedies provided herein and any others provided by law and such remedies shall be collective. The bringing of action shall not constitute an election or exclude the bringing of any other action (meaning that a suit to recover a money judgment for unpaid Amenities Fees and Charges may be maintained without foreclosing, waiving, or otherwise impairing the security of Amenities Owner's lien or its priority).

5.15 Foreclosure. The lien for sums levied and charged pursuant to this Article may be enforced by foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the defendant shall be required to pay all costs and expenses of foreclosure incurred by Amenities Owner, including, but not limited to, reasonable attorneys' and paralegals' fees (whether or not incurred in or out of litigation, or in any mediation, arbitration or bankruptcy proceeding, or any appeal therefrom). All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to Amenities Owner any Amenities Fees and Charges against the Lot, Unit or Parcel that become due during the pendency of the foreclosure, which Amenities Fees and Charges also are secured by the lien foreclosed. Amenities Owner has the right and power to bid at the foreclosure or other legal sale to acquire the Lot, Unit or Parcel foreclosed, or to acquire such Lot, Unit or Parcel by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Lot, Unit or Parcel or other property as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner for such deficiency.

5.16 Reimbursement of Fee for Worthless Check. In the event Amenities Owner incurs any bank service charge or fee as a result of depositing a worthless or otherwise uncollectible check issued to Amenities Owner for the payment of any Amenities Fees and Charges due to Amenities Owner, the issuer of such worthless or otherwise uncollectible check shall reimburse Amenities Owner for such bank service charge or fee incurred.

5.17 Acceleration. In the event of a default in the payment of any Amenities Fees and Charges, Amenities Owner may accelerate the Amenities Fees and Charges (as may be applicable) for the remainder of the current 12 month period.

5.18 Non-Use. No Owner may waive or otherwise escape liability for fees and charges provided for herein by non-use of, or the waiver of the right to use, the Amenities or abandonment of a Home.

5.19 Suspension of Use Rights of an Owner. Should an Owner not pay sums required hereunder, or otherwise default, for a period of 30 days, Amenities Owner may, without reducing or terminating an Owner's obligations hereunder, suspend the Owner's (or in the event the Lot, Unit or Parcel is leased, the lessee's) and any occupants' rights to use the Amenities (and the rights of all other Users and guests associated with such Owner) until all fees and charges are paid current and/or the default is cured. Suspension is provided for in Article 8 hereof.

5.20 Restrictions on Use Rights. Notwithstanding any provision herein to the contrary, if an Owner is not paying Amenities Fees and Charges for any reason, such Owner shall not have any rights to use the Amenities until all required fees have been paid to Amenities Owner.

ARTICLE 6: MAINTENANCE AND REPAIR OBLIGATIONS

Amenities Owner shall maintain, or provide for the maintenance of, all of the Amenities Facilities and the Amenities Property so that such Amenities Facilities and Amenities Property shall be in reasonable good working order and condition.

ARTICLE 7: USE RESTRICTIONS

7.1 General Restrictions. Amenities Owner has adopted the following general restrictions governing the use of the Amenities. Each User and any other person entitled to use the Amenities shall comply with following general restrictions:

7.1.1 Minors. Except as otherwise specifically provided herein or as otherwise permitted by Amenities Owner, minors under the age of 16 are not permitted to use the Amenities Facilities without adult supervision. Minors 16 years of age and older may use the fitness room either with adult supervision or without adult supervision if such minor's parent or legal guardian releases Amenities Owner from liability for such use pursuant to consent form(s) provided by Amenities Owner from time to time; provided, however, parents are responsible for the actions and safety of such minors and any damage to the equipment in the fitness center caused by such minors. Minors under 16 years of age are not permitted to use the swimming pool without adult supervision. Parents are responsible for the actions and safety of such minors and any damage to the swimming pool caused by such minors. Notwithstanding the foregoing, if minors use the Amenities Facilities without the proper execution of a consent form or without adult supervision, Amenities Owner is and shall not be liable for the actions of such minors. By virtue of using the Amenities Facilities, each parent of a minor using the Amenities Facilities does thereby unconditionally, fully and completely release Declarant and Amenities Owner and their respective shareholders, members, partners, officers, directors, attorneys, agents and employees and any persons or entities related to the foregoing (collectively, the "Released Parties") from all and every manner of causes of action, claims, suits, controversies, liabilities, trespasses, damages, judgments, executions and demands whatsoever, whether in law or in equity, which the minor or the parent has, can, shall, or may have in the future, both known and unknown, against any person or entity comprising the Released Parties for, upon, or by reason of any matter, cause, or thing whatsoever respecting or resulting from the use of the Amenities Facilities by the minor, including, but not limited to,

the negligent or more culpable acts or omissions of any of the Released Parties or any other person using the Amenities Facilities and specifically including, but not being limited to, claims or liabilities arising from the death of or personal injury to the minor, all of which are waived. This release and waiver is intended to be as broad and inclusive as permitted from time to time by the laws of the State of Florida.

7.1.2 Responsibility for Personal Property and Persons. Each User assumes sole responsibility for the health, safety and welfare of such User, guests, and the personal property of all of the foregoing, and each User shall not allow any of the foregoing to damage the Amenities Facilities or the Amenities Property or interfere with the rights of other Users hereunder. Each Owner shall remain liable for all actions of an Owner's tenants, even if there is language to contrary contained in the lease agreement.

7.1.3 Personal Property. Amenities Owner is not responsible for any loss or damage to any private property used, placed or stored on the Amenities Facilities or the Amenities Property.

7.1.4 Activities. Any User, guest or other person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Amenities, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by Amenities Owner, either on or off the Amenities Facilities, shall do so at their own risk. Every User shall be liable for any property damage and/or personal injury at the Amenities, or at any activity or function operated, organized, arranged or sponsored by Amenities Owner, caused by any User or guest. No User may use the Amenities Facilities for any club, society, party, religious, political, charitable, fraternal, civil, fundraising or other purposes without the prior written consent of Amenities Owner, which consent may be withheld for any reason.

7.1.5 Nuisances. No nuisance shall be permitted within the Amenities Facilities or upon the Amenities Property, and no use or practice which is an unreasonable source of annoyance to any User or other user of the Amenities or which shall interfere with the peaceful and proper use of the Amenities by any other person shall be permitted. No unreasonably offensive or unlawful action shall be permitted and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the Users.

7.1.6 Property Belonging to Amenities Owner. No Person other than Amenities Owner shall be entitled to remove any property or furniture belonging to or contained within the Amenities from the room in which it is placed or from the Amenities Facilities.

7.1.7 Activities for a Fee. No User shall be permitted to provide any services and activities to other Users for a fee of any kind. Such activities shall be deemed to include, but shall not be limited to, swimming and tennis lessons and any instruction for which a fee is paid. The provisions of this Section 7.1.7 shall not be deemed to prohibit Amenities Owner from providing services to Users in exchange for payment of a fee.

7.2 Release of the Released Parties. In addition, each Owner, by virtue of taking title to a Lot, Unit or Parcel, and each other User, by virtue of use of the Amenities Facilities, does unconditionally, fully and completely release the Released Parties from all and every manner of causes of action, claims, suits, controversies, liabilities, trespasses, damages, judgments, executions and demands whatsoever, whether in law or in equity, which such Owner or User has, can, shall, or may have in the future, both known and unknown, against any person or entity comprising the Released Parties for, upon, or by reason of any matter, cause, or thing whatsoever respecting or resulting from the use of the Amenities Facilities, including, but not limited to, the negligent or more culpable acts or omissions of any of the Released Parties or any other person using the Amenities Facilities, and specifically including, but not being limited to, claims or liabilities arising from death of or personal injury, all of which are waived. This release and waiver is intended to be as broad and inclusive as is permitted from time to time by the laws of the State of Florida.

7.3 Attorneys' Fees. Should any Deeded User or Owner bring suit against Amenities Owner or any of the Indemnified Parties (as defined hereinafter) for any claim or matter and fail to obtain

judgment therein against such Indemnified Parties, the Deeded User or Owner shall be liable to such parties for all losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees incurred before trial, upon appeal or in any bankruptcy or administrative proceeding.

7.4 Rules and Regulations.

7.4.1 Initial Rules and Regulations. In addition to the terms of this Article, Amenities Owner may establish Rules and Regulations for the governance of use privileges of the Users of the Amenities Facilities. The initial Rules and Regulations are contained in Exhibit C attached hereto and made a part hereof.

7.4.2 Additions or Changes to the Rules and Regulations. Amenities Owner may promulgate additional Rules and Regulations or change the existing Rules and Regulations in its sole discretion. Such Rules and Regulations shall be specifically binding upon each User and their guests. Copies of the Rules and Regulations shall be posted in the Amenities Facilities. Copies will also be furnished to any User or guest upon request. Amenities Owner shall not be required to record any additional Rules and Regulations; however, Amenities Owner may do so in its sole discretion. The Rules and Regulations as well as the use restrictions from Article 7 hereof shall apply to all Users and to all guests and lessees of Users. Since Amenities Owner may modify the Rules and Regulations at any time and does not need to record same in the records of the County, no User should assume that the Rules and Regulations previously provided to an Owner or any recorded additions or changes thereto are complete and up to date at a later time. Users should always check with the representatives of Amenities Owner at the Amenities Facilities for the latest Rules and Regulations.

7.5 Waiver of Rules and Regulations. Amenities Owner may waive the application of any Rules and Regulations to one or more Owners, Users, lessees and guests in Amenities Owner's sole and absolute discretion. A waiver may be revoked at any time upon prior written notice.

ARTICLE 8: SUSPENSION OR TERMINATION OF USE PRIVILEGES

8.1 Basis For Suspension. The use privileges of a User may be suspended by Amenities Owner if, in the sole judgment of Amenities Owner:

8.1.1 such person is not a User or a lessee or houseguest of same;

8.1.2 the User, or tenant or guest thereof, violates one or more of the provisions of this Amenities Declaration or the Rules and Regulations;

8.1.3 an Owner fails to pay Amenities Fees and Charges in a proper and timely manner;

8.1.4 a User and/or guest has injured, harmed or threatened to injure or harm any person within the Amenities Facilities or on the Amenities Property, or harmed, destroyed or stolen any personal property within the Amenities Facilities, whether belonging to a third party or to Amenities Owner;

8.1.5 submits false information to Amenities Owner;

8.1.6 permits his or her User Entry Device to be used by anyone other than the designated holder;

8.1.7 exhibits unsatisfactory behavior, conduct or appearance (which shall be deemed to include, without limitation, verbal abuse of Amenities employees); or

8.1.8 Amenities Owner determines that a suspension of rights of a User is in the best interest of the other Users and Amenities Owner.

8.2 Types of Suspension. Amenities Owner may restrict or suspend, for cause or causes described in the preceding Section 8.1, use privileges regarding any or all of the Amenities Facilities or the Amenities Property. By way of example, and not as a limitation, Amenities Owner may suspend the use privileges of a lessee if such lessee's Owner fails to pay Amenities Fees and Charges due in connection with a leased Lot, Unit or Parcel. No User whose privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Amenities Fees and Charges or any other fees. During the restriction or suspension, Amenities Fees and Charges, as may be applicable, shall continue to accrue and be payable. Under no circumstance will a User be reinstated until all Amenities Fees and Charges and other amounts due to Amenities Owner are paid in full.

ARTICLE 9: MISCELLANEOUS PROVISIONS

9.1 Easement for Public Service Use and Public Utilities and Construction. Declarant hereby reserves and covenants for itself and its successors and assigns easements of ingress and egress over and across the Amenities Property for public services (including, without limitation, the right of the police and fire department to enter upon any part of the Amenities Property for the purpose of rendering their respective services) and for agents and employees of utility companies servicing the Community.

9.2 Non-Exclusive License. The provisions of this Amenities Declaration do not grant any ownership rights in the Amenities in favor of the Users, but rather grant a non-exclusive license to use the Amenities subject to full compliance with all obligations imposed by this Amenities Declaration and the Rules and Regulations. No third party is intended as a beneficiary of this Amenities Declaration.

9.3 Destruction. In the event of the damage by partial or total destruction by fire, windstorm, or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to Amenities Owner. If Amenities Owner elects, in Amenities Owner's sole and absolute discretion, to reconstruct the Amenities Facilities, the insurance proceeds shall be available for the purpose of reconstruction or repair of the Amenities Facilities; provided, however, Amenities Owner shall have the right to change the design or facilities comprising the Amenities in its sole and absolute discretion. There shall be no abatement in payments of Amenities Fees or Charges during casualty or reconstruction. The reconstruction or repair, when completed, shall, to the extent legally possible, restore the Amenities Facilities substantially to the condition in which they existed before the damage or destruction took place. After all reconstruction or repairs have been made, if there are any insurance proceeds left over, then and in that event, the excess shall be the sole property of Amenities Owner. If Amenities Owner elects not to reconstruct the Amenities Facilities, Amenities Owner may unilaterally terminate this Amenities Declaration by instrument recorded in the public records of the County.

9.4 Risk of Loss. Amenities Owner shall not be liable for, and the Users assume, all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Amenities on account of casualty, water or the bursting or leaking of any pipes or wastewater about the Amenities, or from any act of negligence of any other person, or fire, or hurricane, or other act of God, or from any cause whatsoever, occurring after the date of the recording of this Amenities Declaration. No Owner shall be entitled to cancel this Amenities Declaration or any abatement in Amenities Fees and Charges on account of any such occurrence.

9.5 Eminent Domain. If, during the operation of this Amenities Declaration, an eminent domain proceeding is commenced affecting the Amenities Property and/or the Amenities Facilities, then in that event, the following conditions shall apply:

9.5.1 Complete Taking. If the whole or any material part of the Amenities Property and/or the Amenities Facilities is taken under the power of eminent domain, Amenities Owner may unilaterally terminate this Amenities Declaration by written instrument recorded in the public records of the County. All damages awarded in relation to the taking shall be the sole property of Amenities Owner.

9.5.2 Partial Taking. Should a portion of the Amenities Property and/or the Amenities Facilities be taken in an eminent domain proceeding which requires the partial demolition of any of the

improvements located on the Amenities Property so that Amenities Owner determines the taking is in effect a complete taking, then, in such event, Amenities Owner shall have the option, to the extent legally possible, utilize, a portion of the proceeds of such taking for the restoration, repair, or remodeling of the remaining improvements to the Amenities, or to terminate this Amenities Declaration as provided in Section 9.5.1 above. All damages awarded in relation to the taking shall be the sole property of Amenities Owner, and Amenities Owner shall determine what portion of such damages, if any, shall be applied to restoration, repair, or remodeling.

9.6 Indemnification of Amenities Owner and Declarant. Each Owner and User covenants and agrees to indemnify, defend and hold harmless Declarant and Amenities Owner and their respective shareholders, members, partners, officers, directors, attorneys, agents and employees and any persons or entities related to the foregoing (collectively, the "Indemnified Parties") from and against any and all claims, suits, actions, causes of action, losses, liabilities, damages, including without limitation, any personal injury, loss of life, or damage to property, whether direct, indirect, or consequential, as a result of or in any way related to the use of the Amenities Property or the Amenities Facilities by such Owner or User (or the use of the Amenities Facilities or Amenities Property by any minor, houseguest, licensee, lessee or other guest or invitee of such Owner or User or the use of the Amenities Facilities or Amenities Property by any User sharing a Lot, Unit or Parcel with such Owner) or otherwise resulting from or arising out of the activities or operations of such Owner or User. The terms and provisions of this Section 9.6 shall include an obligation to indemnify the Indemnified Parties from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The indemnifications provided in this Section shall survive termination of this Amenities Declaration.

9.7 No Waiver. The failure of Amenities Owner in one or more instances to insist upon strict performance or observance of one or more of this Amenities Declaration or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to Amenities Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Amenities Owner of any payment required to be made by any Owner, or any part thereof, shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of Amenities Owner with respect to a User shall be effective unless made by Amenities Owner in writing. This indemnification is intended to be as broad and as inclusive as is permitted from time to time by the laws of the State of Florida.

9.8 Franchises and Concessions. Amenities Owner shall have the power and may grant franchises or concessions, including, without limitation, concessions for vending machines, to commercial concerns on all or part of the Amenities Property or within the Amenities Facilities and shall be entitled to all income derived therefrom.

9.9 Resolution of Disputes. 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 this Amenities Declaration comprise a very complex document. Accordingly, each Owner agrees that justice will best be served if all disputes respecting this Amenities Declaration are heard by a judge and not a jury. Any claim, demand, action, or cause of action, with respect to any action, proceeding, claim, counterclaim, or cross claim, whether in contract and/or in tort (regardless if the tort action is or is not presently recognized under Florida law), based on, arising out of, in connection with or in any way related to this Amenities Declaration, including any course of conduct, course of dealing, verbal or written statement, validation, protection, enforcement action or omission of any party, shall be heard in a court proceeding by a judge and not a jury.

9.10 Venue. 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 regardless of where such Owner (i) executed a purchase and sale agreement, (ii) resides, (iii) obtains financing or (iv)

closes on a Lot, Unit or Parcel, this Amenities Declaration legally and factually was executed in the County, where Declarant's corporate headquarters is located. Amenities Owner has an office in the County, and the Residential Property is located in the County. Accordingly, an irrefutable presumption exists that the only appropriate venue for the resolution of any dispute lies in the County. In addition to the foregoing, each Owner, builder and Amenities Owner agree that the venue for resolution of any dispute lies in the County.

9.11 Release. Before accepting title to a Lot, Unit or Parcel, each Owner has an obligation to retain an attorney in order to confirm the validity of this Amenities Declaration. 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 he or she has sought (or had the option to seek) and received (or declined to obtain) such an opinion or has made an affirmative decision not to seek such an opinion. Amenities Owner is relying on each Owner confirming in advance of acquiring a Lot, Unit or Parcel that this Amenities Declaration are valid, fair and enforceable. Such reliance is detrimental to Amenities Owner. Accordingly, an estoppel and waiver exists prohibiting each Owner from taking the position that any provision of this Amenities Declaration is invalid in any respect. As a further material inducement for Amenities Owner to subject the Amenities Property to this Amenities Declaration, each Owner does hereby release, waive, discharge, covenant not to sue, acquit, satisfy and forever discharge each of the Released Parties from any and all liability, claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises and demands whatsoever in law or in equity which an Owner may have in the future, or which any personal representative, successor, heir or assign of Owner hereafter can, shall or may have against Amenities Owner, its officers, directors, employees, and agents, and its affiliates and assigns, for, upon or by reason of any matter, cause or thing whatsoever respecting this Amenities Declaration, or the exhibits hereto. This release and waiver is intended to be as broad and inclusive as permitted by the laws of the State of Florida.

9.12 Amendment. Amenities Owner shall have the right to amend this Amenities Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, provided, however, that no amendment shall alter the provisions of this Amenities Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. No amendment shall be effective until it is recorded in the public records of the County. Amenities Owner's right to amend under this provision is to be construed as broadly as possible. Without limiting the generality of the foregoing, Amenities Owner, without the joinder or consent of any person or entity whatsoever, may amend and restate this Amenities Declaration in its entirety in order to consolidate this Amenities Declaration and any supplements or amendments thereto into one document. Notwithstanding any provision to the contrary, upon transfer of the Amenities to the Master Association pursuant to the provisions of Section 9.20 hereof, this Amenities Declaration shall thereafter be amended only upon (a) the approval of a majority of the members of the Master Association's board of directors, and (b) an affirmative vote of at least 67% of the total eligible voting interests in the Master Association.

9.13 Headings. The headings within this Amenities Declaration are for convenience only and shall not be used to limit or interpret the terms hereof.

9.14 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

9.15 Term. The covenants and restrictions of this Amenities Declaration shall run with and bind the Residential Property and the Amenities Property covered thereby, and shall inure to the benefit of and be enforceable by Declarant and Amenities Owner and to the benefit and burden of the Owners and Users and their respective legal representatives, successors, heirs and assigns, for a term of 30 years from the date this Amenities Declaration is recorded in the public records of the County, after which time said covenants, conditions, reservation of easements, equitable servitudes and restrictions shall be automatically extended for successive periods of 10 years, unless an instrument, approved by Amenities Owner, has been recorded in the public records of the County agreeing to terminate such covenants in whole or in part, prior to the end of the initial 30 year period or any subsequent 10 year period.

9.16 Future Deeds of Conveyance. 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 the deed of conveyance of the Lot, Unit or Parcel to a third party shall specifically state that the Lot, Unit or Parcel is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of the County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Lots, Units or Parcels.

9.17 Costs and Attorneys' Fees. In any proceeding arising out of this Amenities Declaration either directly or indirectly or with regard to any alleged violation of the Rules and Regulations, as the same may be respectively amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

9.18 Interpretation. The provisions of this Amenities Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the maintenance of community recreational facilities and other commonly used facilities. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural, the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter. In the event that there is any ambiguity or question regarding the provisions of this Amenities Declaration, Declarant's reasonable determination and interpretation of such matter shall be conclusive and binding.

9.19 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be sent postage prepaid via the U.S. Mail and addressed to the intended recipient at the address given in writing by such person to Declarant or Amenities Owner for the purpose of service of such notice, or to the Home address of such Person if no other address has been given to Declarant or Amenities Owner. Such address may be changed from time to time by notice in writing to Declarant or Amenities Owner. Such notice shall be deemed received as of the time personally received and signed for if by personal delivery, or 5 days after the time the notice was postmarked.

9.20 Transfer of the Amenities to the Master Association.

9.20.1 Master Association's Option to Purchase. Commencing on the earlier of (a) completion and sale of all Lots, Units or Parcels in the Community, or (b) December 31, 2030 ("Option Date"), the Master Association shall have the option to purchase the Amenities from Amenities Owner ("Purchase Option"). This Purchase Option may be exercised by a decision of a majority of the members of the Master Association's board of directors, without approval or joinder of any owner or any other person. Such Purchase Option shall be exercised by written notice ("Option Notice") to Amenities Owner signed by the approving members of the Master Association's board of directors, which Option Notice shall be delivered to Amenities Owner at the following address (or such other address or such other person as may be designated by Amenities Owner from time to time pursuant to written notice provided to the Master Association):

WCI Communities, LLC
10481 Six Mile Cypress Parkway
Ft. Myers, Florida 33966

The Option Notice shall be irrevocable once executed by a majority of the members of the Master Association's board of directors.

9.20.2 Terms of Purchase. In connection with the conveyance of the Amenities to the Master Association pursuant to Section 9.20.1 hereof, the Master Association shall comply with the following:

9.20.2.1 Purchase Price. The purchase price for the Amenities ("Purchase Price") shall be the sum of:

9.20.2.1.1 an amount equal to the total Base Amenity Fees, as provided in Section 5.2.1.1 hereof, payable by all Owners during the calendar year in which the conveyance shall occur, divided by 8.5%; and

9.20.2.1.2 all of the costs and expenses necessary to effect transfer of the Amenities, including, but not limited to, the cost of the owner's policy of title insurance, any mortgagee title insurance policy, survey costs, all documentary stamp taxes and recording fees due and owing in connection with the transfer, Amenities Owner's attorney's fees, and the cost of preparing all closing and transfer documents.

9.20.2.2 Third Party Financing. The Master Association shall be permitted to obtain third party financing in connection with the purchase of the Amenities.

9.20.2.3 Possible Financing through Amenities Owner. Amenities Owner may, but shall not be required to, provide financing to the Master Association to purchase the Amenities, such financing to be based upon the Purchase Price and other terms mutually agreed upon by Amenities Owner and the Master Association.

9.20.2.4 Nature of Transfer. The conveyance of the Amenities shall be subject to all easements, restrictions, reservations, conditions, limitations and declarations of record as of the date of transfer (including, without limitation, this Amenities Declaration), real estate taxes for the year of transfer, zoning and land use regulations, and matters of survey. The Master Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance and administration of the Amenities. The Master Association shall, and does hereby, indemnify and hold Amenities Owner harmless on account thereof. The Master Association shall be obligated to accept such conveyance without setoff, condition or qualification of any nature. The Amenities Property shall be conveyed in an "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE PROPERTY BEING CONVEYED.

9.20.3 Documentation of Transfer. At the time that the Amenities are transferred to the Master Association, Amenities Owner shall be obligated to deliver the following:

9.20.3.1 a special warranty deed for the Amenities Property;

9.20.3.2 a quit claim bill of sale for all items of personal property contained within, about or pertaining to the Amenities; and

9.20.3.3 all affidavits and other documents necessary to effect the transfer of the Amenities.

9.20.4 Payments by Owners. At the time of transfer of the Amenities to the Master Association, the Owner will no longer be obligated to pay any monies to Amenities Owner under this Amenities Declaration, but shall be required to pay its pro rata portion of principal and interest under any financing obtained by the Master Association in connection with the acquisition of the Amenities and the costs of maintenance and operation of the Amenities, as well as any other charges levied by the Master Association pursuant to the Master Declaration.

9.20.5 Early Offer to Purchase by the Master Association. If the Master Association desires to exercise the Purchase Option prior to the Option Date, based upon a decision of a majority of the members of the Master Association's board of directors, notice shall be given to Amenities Owner in the same manner as provided in Section 9.20.1, and within 30 days of receipt, Amenities Owner shall provide the Master Association with written notice of the price as determined by Amenities Owner as of the date of such notice, which price shall be determined by Amenities Owner in its sole discretion and without requirement for application of the provisions of Section 9.20.2.1 hereof. If such price is acceptable to the Master Association's board of directors, or if the Master Association and Amenities

Owner negotiate a mutually acceptable price, the transfer of the Amenities and the payment therefore shall proceed in accordance with the provisions of this Section 9.20, and there shall be no requirement for joinder or approval of any Owner of any other person. The formula contained in Section 9.20.2.1 for calculating the purchase price resulting from a conveyance based upon the Purchase Option occurring subsequent to the Option Date shall not necessarily be applicable to a purchase undertaken under this Section 9.20.5.

9.20.6 Sale to Third Party. At any time prior to a sale of the Amenities to the Master Association pursuant to this Section 9.20, Amenities Owner, in its sole discretion, shall have the right, power and authority, without requirement for consent by the Owners, to convey the Amenities and the Amenities Property to a third party. Such conveyance shall be made subject to the terms and provisions of this Amenities Declaration, including, but not limited to, the rights of the Master Association to purchase pursuant to this Section 9.20.

9.20.7 Acknowledgement and Agreement of the Master Association. The Master Association, by virtue of execution of a joinder and consent instrument, acknowledges and agrees to the terms and provisions of this Amenities Declaration, most specifically those contained in Section 9.20 hereof.

9.21 Acknowledgements and Agreements by Owners. 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:

9.21.1 the provisions and enforceability of this Amenities Declaration were a material consideration in the initial conveyance by Declarant of such Lot, Unit or Parcel to the original Owner thereof, and that Declarant would not have made such conveyance had this Amenities Declaration not been included and enforceable as provided herein;

9.21.2 it is in the best interest of each Owner, for the Community as a whole and for property values therein to provide that the Amenities be contained within the Community;

9.21.3 there were significant other housing opportunities available to each Owner in the general location of the Community, and that the Lot, Unit or Parcel and the rights to use the Amenities pursuant to this Amenities Declaration were material in each Owner's decision to purchase a Lot, Unit or Parcel in the Community and were considered to be a "single product;"

9.21.4 the Amenities are an integral part of the Community;

9.21.5 full disclosure of the nature of the Amenities and the obligations and rights associated therewith was made to each Owner prior to that Owner purchasing a Lot, Unit or Parcel;

9.21.6 each Owner had the opportunity to consult with an attorney concerning the provisions of this Amenities Declaration;

9.21.7 the terms of this Amenities Declaration do not grant any ownership rights in the Amenities (save and except for indirect ownership rights resulting from the Master Association coming into ownership of the Amenities pursuant to Section 9.20 hereof), but rather grant a non-exclusive license and right to use the Amenities subject to compliance with the terms and provisions hereof; and

9.21.8 the terms of this Amenities Declaration and the payment of Amenities Fees and Charges do not grant any rights to use other amenities and facilities at other developments and projects created and/or developed by Declarant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned, being Declarant herein has caused this Amenities Declaration to be executed by its authorized officer and affixed its corporate seal as of this 15th day of May, 2017.

WITNESSES:

Name: Amy Hofschneider
Print Name: Amy Hofschneider

Name: Kim Ackley
Print Name: Kim Ackley

WCI COMMUNITIES, LLC, a Delaware limited liability company

By: _____
Darin McMurray, Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 15th day of May, 2017, by Darin McMurray, as Vice President of WCI Communities, LLC, a Delaware limited liability company. He ☑ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

(Signature)
Deanna J. Craft
Name: _____
(Legibly Printed or Typed)

Notary Public, State of Florida

_____
(Commission Number, if any)

DEANNA J. CRAFT
Commission # FF 000946
Expires July 20, 2017
Bonded Thru Troy Fain Insurance 800-365-7019

JOINDER AND CONSENT

Portico Master Property Owners Association, Inc., a Florida not-for-profit corporation, hereby joins in and consents to the terms and provisions of the Amenities Declaration for Portico (most specifically the provisions of Section 9.20 thereof) to which this instrument is attached.

Dated this 16th day of May, 2017.

WITNESSES:

Name: Amy Hofschneider
Print Name: Amy Hofschneider

Name: Jessica Anzalone
Print Name:

Portico Master Property Owners Association, Inc., a Florida not-for-profit corporation

By: David Caldwell
David Caldwell, President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 16th day of May, 2017, by David Caldwell, as President of Portico Master Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He ☒ is personally known to me or ☐ has provided _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

DEANNA J. CRAFT
Commission # FF 000946
Expires July 20, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

(Signature)
Name: Deanna J. Craft
(Legibly Printed or Typed)
Notary Public, State of Florida

(Commission Number, if any)

Exhibit A

Legal Description of the Amenities Property

Tract C, the plat of Portico, Phase 1, recorded at Instrument # 2006000411756, public records of Lee County, Florida.

Exhibit B

Legal Description of the Residential Property

(Legal Description of Portico Residential Property)

PARCEL 1: Lots 1 through 380 and Tract B, PORTICO PHASE I, according to the plat thereof as recorded under Instrument No. 2006000411756, Public Records of Lee County, Florida.

AND

PARCEL 2: Land commonly referred to as proposed PORTICO PHASE II and PORTICO PHASE III, more particularly described as follows:

A tract or parcel of land lying in Section 34, Township 43 South, Range 26 East, Lee County Florida, being more particularly described as follows:

Beginning at the Southeast corner of Section 34, Township 43 South, Range 26 East; thence run South 89°04'55" West along the South line of the South half (S 1/2) of said Section 34 for 5,290.35 feet to the Southwest corner of Section 34; thence North 00°47'28" West along the West line of the South half (S 1/2) of Section 34, for a distance of 2,670.74 feet to the Northwest corner of the South half (S 1/2) of said Section 34; thence North 89°15'30" East along the North line of the South half (S 1/2) of Section 34, for a distance of 5,281.07 feet to the Northeast corner of the South half (S 1/2) of Section 34; thence South 00°59'28" East along the East line of the South half (S 1/2) of Section 34, for a distance of 2,654.48 feet to the Point of Beginning.

Bearings shown hereon are State Plane Coordinate for the West Zone of Florida (NAD 83/90 adjustment) whereas the West line of the South half (S 1/2) of Section 34, Township 43 South, Range 26 East bears North 00°47'28" West.

LESS AND EXCEPT

(1) those lands conveyed to Portico Community Development District by Special Warranty Deed dated June 26, 2006 and recorded under Instrument No. 2006000260708, Public Records of Lee County, Florida.

AND

(2) Tract C, the plat of Portico, Phase 1, recorded at Instrument # 2006000411756, public records of Lee County, Florida.

Exhibit C

Initial Rules and Regulations

Portico - Amenities Center

Rules And Regulations

The social, activity and entertainment facilities available at the Portico Amenities Center (the "Amenities Facilities") are presently owned and operated by WCI Communities, LLC, hereinafter referred to as the "Amenities Owner." It is the intention of the Amenities Owner (which for purposes herein shall be specifically deemed to include any manager of the facilities) to establish Rules and Regulations in a manner which promotes an atmosphere of enjoyment for all Deeded Users and Non-Deeded Users, guests, day guests, and others permitted to use the Amenities Facilities. The Amenities Owner may modify these Rules and Regulations from time to time, as it deems necessary or desirable. Amendments and additions will be posted at the Amenities Facilities.

General Rules

1. The hours of operation of the Amenities Facilities will be established and published by the Amenities Owner from time to time. Areas of the Amenities Facilities may be closed for scheduled maintenance and repairs from time to time. The Amenities Owner reserves the right to close certain Amenities Facilities to hold promotional or private events.

2. No performance by entertainers will be permitted at the Amenities Facilities without the permission of the Amenities Owner.

3. Except as permitted by the Amenities Owner, no commercial advertisements shall be posted or circulated on the Amenities Facilities nor shall solicitations of any kind be made on the Amenities property.

4. Other than as permitted by the Amenities Owner, no petition shall be originated, solicited, circulated or posted within the Amenities Facilities.

5. Employees are not permitted to deliver food or liquor outside areas designated by the Amenities Owner.

6. All food and beverage consumed on the Amenities Facilities shall be furnished by or at the direction of the Amenities Owner.

7. Employees are not permitted to provide special services, outside of those normally provided by the Amenities Owner, to any User, guest or others permitted to use the Amenities Facilities while on Amenities Facilities property.

8. Dogs or other pets (with the exception of service dogs) are not permitted on the Amenities Facilities, except under special circumstances or where authorized by the Amenities Owner. Where dogs are permitted on the grounds, they must be kept on a leash at all times.

9. All complaints concerning the operations of the Amenities Facilities and other matters are to be directed to Amenities Owner. All complaints must be made in writing and signed by the complainant.

10. It will be considered unbecoming conduct and shall be grounds for disciplinary action for any person to abuse any of the Amenities Facilities employees, verbally or otherwise. All service employees are under the ultimate supervision of the Amenities Owner and no person using the Amenities Facilities shall reprimand or discipline any employee for any reason. Any employee not rendering courteous and prompt service should be reported to the Amenities Owner immediately.

11. Unauthorized personnel are not allowed in the service areas within the Amenities Facilities.

12. Instruction/classes/seminars, etc. by unauthorized professionals at the Amenities Facilities is prohibited.

13. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Amenities Owner will subject the violator to disciplinary action in accordance with the Amenities Declaration for Portico (the "Amenities Declaration").

14. The management personnel of the Amenities Facilities have full authority to enforce these Rules and Regulations and any infractions will be reported to the Amenities Owner.

15. Smoking of any kind or the use of tobacco products is not permitted within any portion of the Amenities Facilities.

User Entry Device

1. User Entry Device or FOB indicating an Amenities Facilities User account number shall be issued to each eligible User as well as other individuals eligible for privileges under the User's privileges in the Amenities Facilities, upon payment of dues, fees and charges by the User. User Entry Devices must be presented upon request. User Entry Devices are not transferable.

2. User Entry Device may not be used by any persons other than the person to whom it is issued. Failure to comply with this rule may result in suspension or termination of User privileges.

3. All food, beverage, merchandise and services of the Amenities Facilities charged to the User's Amenities Facilities account shall be billed monthly and each User's Amenities Facilities account shall be due and payable within ten (10) days of the date of the monthly statement. Users' Amenities Facilities accounts shall be considered delinquent if not paid within thirty (30) days after the date of the monthly statement. For all delinquent accounts, the Amenities Owner may suspend User's charge privileges. The Amenities Owner may for any or no reason require any or all Users to post a security deposit, in the amount determined by the Amenities Owner, to cover the Amenities Facilities charges. The requirement to post a security deposit may be imposed based on a User's prior delinquency, resignation or volume of prior account charges. Past due bills will be subject to a one-time late charge and shall accrue interest per month at the lesser of eighteen percent (18%) per year or the maximum rate permitted by applicable usury law, from the date of the statement until paid in full as determined by the Amenities Owner, and the Amenities Owner shall be entitled to perfect such unpaid balance and foreclose the lien therefor for Deeded Users as described in the Amenities Declaration. In the event a User's account remains unpaid for a period of thirty (30) days after the date of the monthly statement or the User is repeatedly delinquent in payment, User privileges may be involuntarily suspended without refund of any User fees or dues previously paid. The Amenities Owner may limit the charge privileges on any Amenities Facilities User account.

4. In order to protect Users from improper charges, the Amenities Owner may require the presentation of User Entry Devices at the point of sale for all transactions. Receipts will be available at point of sale; however, copies thereof will not be included in the monthly statement.

5. If the Amenities Facilities account of any User is delinquent, the Amenities Owner may,

at its option, take whatever action it deems necessary to effect collection. If the Amenities Owner commences any legal action to collect any amount owed by a User, or to enforce any other liability of a User to the Amenities Facilities, and if judgment is obtained by the Amenities Owner, the User shall also be liable for all costs and expenses of the legal action and reasonable attorneys' fees (including fees required in connection with appellate proceedings.)

6. The Amenities Owner must be notified in writing immediately of a lost or stolen User Entry Device. The User's account shall then be suspended. The User shall be responsible for all charges placed on the account until written notification of card loss has been received by the Amenities Owner.

7. A User Entry Device replacement fee may be charged for lost or stolen User Entry Devices or in any situation where the Amenities Facilities account number is changed.

Mailing Addresses

Each User shall be responsible for providing the Amenities Owner with the User's mailing address, and any changes thereto, to which the User wishes all notices and invoices sent. A User shall be deemed to have received mailing from the Amenities Owner ten (10) days after they have been mailed to the address on file with the Amenities Owner.

Services and Activities

1. The Amenities Owner provides a variety of social, cultural and recreational events at the Amenities Facilities. Activities will be publicized by the Amenities Owner from time to time.

2. Reservations are required for most activities and are taken on a first-come, first-served basis by pre-registering with the appropriate Amenities Facilities management personnel. The Amenities Owner reserves the right to provide priority reservation access to the Deeded Users or any other category of User at the sole and absolute discretion.

3. Cancellation of reservations after any published deadline for cancellation or failure to cancel a reservation may result in the User being charged a cancellation fee, as determined by the Amenities Owner from time to time. The Amenities Owner reserves the right to cancel any event in its sole and absolute discretion.

4. The Amenities Owner wishes to encourage the use of the Amenities Facilities for private parties and functions, on any day or evening, provided such use does not interfere with the normal operation of the Amenities Facilities or with the services regularly available. Persons are requested to make reservations with Amenities Facilities management personnel for available dates and arrangements.

5. Private parties and functions are not permitted on the Amenities Facilities property unless approval is obtained from the Amenities Owner. A non-refundable security deposit may be required for any party or function. The individual sponsoring the private party shall be responsible for any damage caused by the installation or removal of decor or any other items specifically part of the party or function and shall be responsible for the removal for all such decor or item.

Loss or Destruction of Property or Instances of Personal Injury

1. Each User, as a condition of use of the Amenities Facilities and each guest as a condition of invitation to the Amenities Facilities, assumes sole responsibility for his property. The Amenities Owner shall not be responsible for any loss or damage to any

private property used at the Amenities Facilities, whether in the parking lot, lockers or elsewhere. All personal property left in or on the Amenities Facilities may be otherwise disposed of, and the proceeds, if any, shall belong to the Amenities Owner.

2. No User shall remove from the room in which it is placed, or from the Amenities Facilities, any property or furniture belonging to the Amenities Owner without proper authorization.

3. Each User who in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the User, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Amenities Owner, either on or off the Amenities Facilities, shall do so at their own risk, and shall release and hold the Amenities Owner and its directors, officers, employees, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by such person, resulting there from and/or from any act or omission of any director, officer, employee, representative or agent of the Amenities Owner.

4. Should any party bound by these Rules and Regulations bring suit against the Amenities Owner, its directors, officers, employees, representatives or agents in connection with any event operated, organized, arranged or sponsored by the Amenities Facilities and fail to obtain judgment thereof, the User shall reimburse the Amenities Owner, its directors, officers, employees, representatives and agents for all costs and expenses incurred by them in the defense of the suit (including court costs and attorneys' fees incident to appeals).

Gratuity

1. A gratuity, as determined, from time to time, by the Amenities Owner will be added to all events which may include food and beverage services.

2. Each year, the Amenities Owner will establish a Holiday Fund for employees to be billed on the Users' November statement and will solicit voluntary contributions. There are many people employed by the Amenities Owner, ranging from those in the office administration to those in Amenities Facilities services, and the Holiday Fund provides an opportunity to show appreciation for the employees' efforts. The Amenities Owner will be responsible for the equitable distribution of the Holiday Fund.

Children

1. Children under sixteen (16) years of age are permitted on the Amenities Facilities property only if accompanied and/or supervised by an adult, unless participating in organized activities sponsored by and with the permission of the Amenities Owne

Attire

1. The following is considered appropriate attire for use of the Amenities Facilities.

   Tennis: Proper attire is required at all times.

   Pool: All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and Bermuda's are not considered appropriate swimwear. Infants must have appropriate swim diapers at all times.

   Fitness: Gym shorts and shirts are required for men. Women may wear gym shorts and

shirts and/or leotards. Bathing suits are not appropriate. Appropriate sneakers must be worn at all times.

2. The dress code is mandatory. Users and guests who are improperly dressed will be asked to change or leave the premises. If you are in doubt concerning your attire, please check with Amenities Facilities management personnel.

Guests

1. Guest privileges may be extended from time to time. The Amenities Owner will establish from time to time the rate of the guest fees and guest charges. All guests are required to register at any of the Amenities Facilities each time and prior to use of the Amenities Facilities.

2. All guests shall either be Houseguests or Day Guests. A Houseguest is defined as a guest residing in a Deeded User's residence in the Portico residential community, as defined in the Amenities Declaration. All other guests shall be considered Day Guests.

3. Day Guests:

    a. Day Guests may not use the tennis, fitness, swim or other amenities more than a cumulative total of three (3) times per month or a maximum of six (6) times per year. The Amenities Facilities management personnel may waive this limitation from time to time in their sole discretion. Day Guests must present their issued guest card and may be required to show identification.

    b. A particular individual using the Amenities Facilities as a Day Guest must be registered by his or her User host with the Amenities Owner.

    c. Day Guest children must be accompanied by sponsoring User host at all times when using any of the Amenities Facilities, except at the discretion of the Amenities Owner.

    d. Day Guests will be charged a fee for use privileges at the discretion of Owner. Day Guest charges for any service may be charged against the User sponsor's Amenities Facilities account or cash payment may be made.

4. Houseguests:

    a. Houseguests must be registered by the sponsoring User with the Amenities Owner prior to the arrival of the guests. Houseguests may be issued temporary User Entry Devices upon the payment of the applicable temporary User fee. In addition to all daily use fees, houseguests will be charged a temporary User fee as determined by the Amenities Owner from time to time. The temporary User fee will be on a per week basis and shall not be prorated for actual time the houseguest is in residence.

    b. Houseguests are permitted to use the Amenities Facilities unaccompanied by the User, provided that the Houseguest has been issued a temporary User Entry Device.

    c. The maximum length of stay for a Houseguest is twenty-one (21) consecutive days per year and in any event, no more than (42) days in any twelve (12) month period, as indicated in the Amenities Declaration. At the expiration of the User Entry Device, renewals of Houseguest privileges will be granted at the discretion of Amenities Facilities management personnel.

    d. The sponsoring User does not have to give up User privileges for the period of time that the Houseguest is in residence.

e. Upon approval by the Amenities Owner, the Houseguest may be issued temporary charge privileges on the User's account. The Houseguest will have the opportunity to pay his or her charges at the end of his or her stay at Portico.

g. To provide User privileges for a Houseguest, the sponsoring User must initiate the application for Houseguest privileges at least five (5) business days prior to the arrival date of the Houseguest.

h. The Amenities Owner must be notified in advance of the length of stay of their guest and of a cancellation at least two (2) days prior to the arrival date of the Houseguest. Failure to advise the Amenities Owner of a cancellation may result in the User's Amenities Facilities account being charged the full Houseguest fee in advance.

i. A User may not have more than six (6) Houseguests during any single calendar year.

5. Guests must have their guest cards or User Entry Device with them at all times while using the Amenities Facilities.

6. The sponsoring User shall be responsible for all charges incurred by the guest. The sponsoring User is also responsible for the conduct of a guest while at the Amenities Facilities. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring User shall, at the request of the Amenities Owner, to cause such guest to surrender his or her guest card and to leave the Amenities Facilities property.

7. The Amenities Owner reserves the right to require identification from each guest.

8. Guest privileges may be limited by the Amenities Owner, from time to time, at the Amenities Owner's sole and absolute discretion. Notice of such limitation will be given by the Amenities Owner.

Lessee Privileges

1. Users who own a home within Portico may designate a lessee of their home in Portico, with a minimum lease term complying with the Master Declaration for Portico (the "Master Declaration") and any applicable Neighborhood Declarations (as such term is defined in the Master Declaration), as the beneficial user of the User's privileges upon application, approval by the Amenities Owner and payment of a rental designation fee established, from time to time, by the Amenities Owner.

2. Approved lessees will be issued a temporary User Entry Device providing them with access to the Amenities Facilities. The lessee is responsible for payment of all charges incurred at the Amenities Facilities. The User shall be fully responsible for payment of all charges incurred by a lessee that are not paid by the lessee and for the conduct of such lessee.

3. Users are required to provide the Amenities Owner with a copy of the approved lease with the designated lessee prior to the issuance of User use privileges at the Amenities Facilities.

4. Should any changes be made to a lease contract, the Amenities Owner must be notified immediately.

5. Lessee use privileges will terminate on the earlier of the expiration of the lease term or the lessee's use privileges.

Tennis Rules

1. Children under sixteen (16) years of age are permitted to use the tennis facilities only if accompanied and supervised by an adult, except when participating in an organized program or activity sponsored, supervised and with the permission of the Amenities Owner.

2. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing, profanity or crossing another player's court will not be permitted at any time.

3. Use of the tennis courts and facilities shall, at all times, be subject to the control of the Amenities Facilities management personnel. Amenities Facilities management personnel shall determine the suitability of the tennis courts for play. Courts will be closed when necessary for maintenance operations or when dictated by safety considerations or by reason of adverse weather conditions as determined by the Tennis Amenities Facilities management personnel in their sole discretion.

4. Amenities Facilities management personnel are authorized to implement temporary rules as may be necessary during peak periods of play and tournaments, including, without limitation:

    a. certain courts may be reserved for tennis instruction at all times, except during tournaments and exhibitions; and

5. The rules of tennis of the U.S.T.A. shall apply at all times, except when in conflict with local rules or with any rules herein.

Pool Rules

1. Swimming is permitted only during open hours of the pool.

2. All use of the pool facilities is at the swimmer's own risk.

3. Children under sixteen (16) years of age are permitted to use the pool facilities only if accompanied and supervised by an adult, except when participating in an organized program or activity sponsored and supervised and with the permission of the Amenities Owner.

4. Showers are required prior to entering the pool to remove all suntan oils and lotions.

5. Glass objects, drinking glasses and sharp/breakable objects are not permitted in the pool area.

6. All swimmers must wear bona fide swimming attire.

7. Infants must wear appropriate swim diapers.

8. Running, ball playing, diving, and noisy or hazardous activity will not be permitted in the pool area. Pushing, dunking and dangerous games are not permitted.

9. Radios may only be used at a low volume or with earphones.

10. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, etc.

11. Smoking of any kind or use of tobacco products is not permitted in any sections of the outdoor deck and pool area.

12. Saving of chairs for persons absent from the pool area is not permitted.

13. Private parties may be held in the pool area only with the prior approval of the Amenities Owner.

14. Food is only allowed in designated areas of the pool facilities. All food and beverage consumed on the Amenities Facilities shall be furnished by the Amenities Owner.

15. Flotation devices are not permitted. Any non-swimming children must be accompanied in the water by their parent or adult guardian. Tire inner tubes and air mattresses are not permitted.

16. All persons using the pool furniture are required to cover the furniture with a towel when using suntan lotions.

Fitness Area Rules

1. All eligible persons must register prior to using the Fitness Center equipment and participating in any fitness activities.

2. Children under sixteen (16) years of age are not allowed to use the exercise room area unless accompanied by an adult or with prior approval by the Amenities Owner. No children under twelve (12) will be allowed to use the fitness facilities.

3. Horseplay, profanity, disruptive conduct, smoking and eating are strictly prohibited.

4. Other than bottled water or sports drinks, no food or other type beverages are permitted in any exercise areas.

5. All persons must sign a Personal Training Assessment form prior to using the health and fitness facility, if requested by the Amenities Owner or management personnel.

6. After use, all persons are responsible for clean-up of area and equipment.

7. Usage of machines shall be limited to 30 minutes per machine per person if others are waiting.

NOTE: Regular hours are posted at the facility and on the bulletin board in the Amenities Facilities and can be changed by the Amenities Owner without prior notice.