

STATE OF FLORIDA

COUNTY OF CHARLOTTE

Cross-Reference to Charter: O.R. Book 4105
Page 15

**SUPPLEMENT TO THE COMMUNITY CHARTER
FOR
BABCOCK RANCH RESIDENTIAL PROPERTIES
(Ph. 1B2)**

THIS SUPPLEMENT to the Community Charter for Babcock Ranch Residential Properties ("Supplement") is made this 8th day of December, 2017, by Babcock Property Holdings, L.L.C., a Delaware limited liability company ("Founder").

WITNESSETH

WHEREAS, on July 22, 2016, Founder filed that certain Community Charter for Babcock Ranch Residential Properties, which was recorded as Instrument No. 2453865 in Official Records Book 4105, Page 15, *et seq.*, of the Public Records of Charlotte County, Florida ("**Charter**"); and

WHEREAS, pursuant to the terms of Sections 17.1 and 17.3 of the Charter, the Founder may execute and record a Supplement to the Charter submitting to the terms of the Charter all or any portion of the additional property described in Exhibit "B" to the Charter (the "**Expansion Property**") and/or imposing additional covenants and easements on any property submitted thereby or previously submitted to the Charter; and

WHEREAS, pursuant to Sections 3.2 and 3.3 of the Charter, any Supplement may assign the real property described therein to one or more Delegate Districts for purposes of representative voting on matters presented for a vote of the Association's membership and to one or more Service Areas for purposes of receiving special benefits or services from the Association; and

WHEREAS, any Supplement shall be executed by the Founder and the Owner of the property described therein, if not the Founder;

WHEREAS, Founder is the owner of the real property described in Exhibit "A" attached hereto ("**Additional Property**"), which is a portion of the Expansion Property; and

WHEREAS, the Founder desires to submit the Additional Property to the Charter and the jurisdiction of Babcock Ranch Residential Association, Inc. a Florida corporation not-for-profit ("**Association**"), and assign such Additional Property to one or more Delegate Districts and Service Areas as described herein;

NOW, THEREFORE, pursuant to the powers retained by Founder under the Charter, Founder hereby subjects the Additional Property to the provisions of the Charter. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Charter, which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplement shall also be binding upon the Association in accordance with the terms of the Charter.

ARTICLE I
Definitions

The definitions set forth in Chapter 1 of the Charter are incorporated by reference in this Supplement.

ARTICLE II
Designation of Delegate Districts and Service Areas

Pursuant to Chapter 3 of the Charter, the Additional Property shall be assigned to that Delegate District (or those Delegate Districts) and to that Service Area (or those Service Areas), if any, designated on Exhibit "A" to this Supplement.

ARTICLE III
Additional Covenants, Restrictions and Easements

The additional covenants, restrictions and easements, if any, set forth in Exhibit "B" of this Supplement shall apply to those portions of the Additional Property specified in Exhibit "B" and shall be binding upon the owners and occupants of Units within the specified portions of the Additional Property, their guests and invitees, in addition to the terms of the Charter.

ARTICLE IV
Amendment

4.1. By Founder.

Until termination of the Founder Control Period, the Founder may unilaterally amend this Supplement for any purpose. Thereafter, the Founder may unilaterally amend this Supplement if such amendment is necessary: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) to enable any institutional or governmental lender,

purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (d) to satisfy the requirements of any local, state or federal governmental agency. In addition, during the Development and Sale Period, the Founder may unilaterally amend this Supplement to submit additional property to the terms hereof, to reflect any revisions or amendments to any plats referenced on Exhibit "A" hereof, and, provided the amendment has no material adverse effect upon any right of any Owner without such Owner's consent in writing, for any other purpose. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing.

Notwithstanding this reserved right, a revision or amendment to a plat shall not require an amendment to this Supplement so long as no property is added or excluded from the plat by the revision or amendment thereto. The Founder reserves the right to record revised, amended, or additional plats that only affect internal boundaries between lots, combine lots, or subdivide lots shown on the original plat and, so long as they do not alter the overall property submitted to the Charter by this Supplement, such revised, amended or additional plats shall not necessitate an amendment to this Supplement.

4.2. By Owners.

Except as otherwise specifically provided above, this Supplement may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners of at least 67% of the Units within the Additional Property and the written consent of the Association, acting through its board of directors. In addition, so long as the Founder owns any Unit within the Additional Property, the consent of the Founder shall be required.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

4.3. Validity and Effective Date.

No amendment may remove, revoke, or modify any right or privilege of the Founder without the written consent of the Founder (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Supplement, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording, unless a later effective date is specified in the amendment. No action to challenge the validity of an amendment may be brought more than two years after its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Supplement.

[continued on next page]

IN WITNESS WHEREOF, the Founder hereby executes this Supplement by and through its authorized representatives on the date and year first above written.

FOUNDER:

BABCOCK PROPERTY HOLDINGS, L.L.C., a Delaware limited liability company

By: [Signature]
Name: Richard P. Severance
Its: President

Address: 42850 Crescent Loop, Suite 200
Babcock Ranch, FL 33982

Signed, sealed and delivered in the presence of:

[Signature: Kathleen E. Valentine]
Print Name: Kathleen E. Valentine
[Signature: Leon C. Aleman]
Print Name: Leon C. Aleman

STATE OF FLORIDA

COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 8th day of December, 2017, by Richard P. Severance, as President of BABCOCK PROPERTY HOLDINGS, L.L.C., a Delaware limited liability company, on behalf of such limited liability company. He/she is personally known to me and did not take an oath.

Given under my hand and official seal this 8th day of December, 2017.

[SEAL]

[Signature: Kathleen Ellen Valentine]
Title: Notary Public
Serial Number, if any GG 026257
My Commission Expires: 9/28/2020

This document was prepared by:
Jo Anne P. Stubblefield
HYATT & STUBBLEFIELD, P.C.
233 Peachtree Street, NE, Suite 1200
Atlanta, Georgia 30303

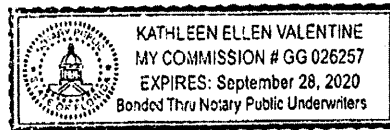


EXHIBIT "A"

Additional Property

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Sections 31 & 32, Township 42 South, Range 26 East, Charlotte County, Florida, and being more particularly described on that certain subdivision plat entitled BABCOCK RANCH COMMUNITY PHASE 1B2, recorded in Plat Book 22, Page 13A-13.7 of the official public records of Charlotte County, Florida, as such property may be replatted from time to time or as such plat may be revised or amended ("**Ph. 1B2 Plat**");

Delegate District Designations:

The lots and blocks depicted on the Ph. 1B2 Plat shall be assigned to Delegate Districts as follows:

Lots	Delegate District
Lots 673-804	8

Service Area Designations:

The lots depicted on the Ph. 1B2 Plat shall be assigned to Service Areas as follows:

Lots	Service Area	Purpose
Lots 673-804	4	Landscape maintenance per Ex. B, Section 1

EXHIBIT "B"

Additional Covenants, Restrictions and Easements

1. Service Area No. 4 (Landscape Maintenance).

(a) Pursuant to Section 10.2(a) of the Charter, the Association shall be responsible for performing, or causing to be performed, on behalf of the Owners of all Units within Service Area No. 4, the following services on Units (including any portion thereof denoted as a "Lake Maintenance Easement" on the Phase 1B2 Plat referenced in Exhibit "A"), and on property adjacent to Units to the extent that the Owners would otherwise be responsible pursuant to Section 6.1 of the Charter, all on such schedule as the Board determines appropriate consistent with the Community-Wide Standard:

- (i) mowing and fertilizing of lawns;
- (ii) edging along sidewalks, driveways, and shrub beds; and
- (iii) fertilizing and pruning of trees and shrubbery, mulching around trees and shrub beds, monthly weed control in bed areas, and treating shrubbery for disease and insects as the Board deems appropriate;

except that the Association shall have no responsibility for lawns, shrubbery, or other landscaping located within any patio, courtyard, or fenced area of the Unit, removal or replacement of dead or diseased trees, lawns and other plant material on such Owner's Unit (except within certain Lake Maintenance Easements as provided below), or improvements or modifications added or made by anyone other than the Association after conveyance of the Unit by the Builder, all of which shall be the Owner's responsibility unless the Association expressly assumes such responsibility in writing. No Person shall remove or modify existing landscaping on a Unit without prior approval of the Association and such approval as required under Article 5 of the Charter.

The Association shall have no responsibility for removal or replacement of dead or diseased trees, lawns and other plant material on any Unit except that it shall be responsible for removal and replacement of trees and shrubs installed by the Builder or the Association within those segments of Lake Maintenance Easements abutting the eastern boundaries of Lots 786, 762, 752, 731, and 719, and commencing as to each such segment at the same time as the Association's maintenance obligations under this subsection (a) commence with respect to the Unit burdened by such segment. Notwithstanding the commencement of the Association's maintenance responsibilities hereunder, the Builder shall be responsible for replacement of any trees or shrubs within such segments of Lake Maintenance Easements that becomes diseased or die within one-year after commencement of the Association's maintenance responsibilities with respect to such segment, as described in subsection (b) below.

Each Owner of a Unit in Service Area No. 4 shall be responsible for performing all maintenance required on the Unit except that which is the Association's responsibility hereunder, including maintaining any irrigation system located on such Owner's Unit. Each Owner shall irrigate the landscaping on such Owner's Unit as needed to keep it in a healthy, attractive condition, subject to any local ordinances that may from time to time restrict outside use of water.

EXHIBIT "B"

Additional Covenants, Restrictions and Easements

(continued)

(b) The Association's responsibilities under this Section 1 shall commence as to each Unit upon completion of and issuance of a certificate of occupancy for a dwelling on the Unit in accordance with the plans approved pursuant to Chapter 5 of the Charter and conveyance of such Unit by the Builder. Until such time, the Builder shall be responsible for all maintenance on the Unit.

(c) Pursuant to Section 12.2(c) of the Charter, the Board shall allocate the costs that the Association incurs or expects to incur in providing maintenance to Units pursuant to this Section equally among all Units in the Service Area as to which the Association's responsibilities have commenced pursuant to the preceding paragraph, subject to the right of the Association to recover from the Owner of a Unit any costs incurred in maintaining, repairing or replacing any landscaping due to damage caused by the negligence or other actions of the Owner or any occupant of the Unit, or their guests or invitees. If an Owner undertakes to perform maintenance which would otherwise be performed by the Association under this Section 1, there shall be no reduction or abatement in the Service Area Assessment levied on such Unit hereunder by reason of the Owner providing such maintenance.

(d) The Association shall have a perpetual, non-exclusive easement over the Units for the purpose of performing its maintenance responsibilities hereunder and under the Charter, which easement may be exercised by the Association, its officers, directors, employees, agents and contractors, and entry upon any Unit for such purpose shall not be deemed a trespass. Each Owner shall clear the lawn and sidewalks on such Owner's Unit and adjacent rights-of-way of personal property and obstructions and provide access through an unlocked gate into, and remove pets from, any fenced area, on days when landscape maintenance is scheduled to be performed (as the Board may determine and announce from time to time), to enable the Association's personnel or contractors to perform such maintenance.

2. Easements for Installation of Landscaping. There is hereby reserved to the Founder and any Builder who takes title to Lots within the Additional Property, a temporary, non-exclusive easement in gross over, on and through:

(a) those portions of the Additional Property designated as a "Tract" on the Phase 1B2 Plat; and

(b) all portions of the Additional Property identified as Lake Maintenance Easements on the Phase 1B2 Plat;

for purposes of installation, maintenance, removal and replacement of landscaping and hardscaping, if any, in accordance with approved pursuant to the Charter, and access for such purposes, which easement may be exercised by the Founder, any such Builder, and their respective employees, contractors, subcontractors, and designees. This easement shall terminate two years after the date upon which all Units within the Additional Property have been improved with dwellings and conveyed to Persons other than the Founder or Builders.