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Angela Tompkins, Florida Registered Paralegal
Greenspoon Marder, P.A.
5150 North Tamiami Trail
Suite 502, Newgate Tower
Naples, FL 34103

This Instrument Prepared by:

Mark F. Grant, Esq.
Greenspoon Marder, P.A.
200 East Broward Boulevard, Suite 1500
Fort Lauderdale, FL 33301
(954) 527-2404

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**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
BRIDGETOWN AT THE PLANTATION
(VILLA SERIES HOMES)**

This SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIDGETOWN AT THE PLANTATION (VILLA SERIES HOMES) ("Supplemental Declaration") is made this 31 day of January, 2013, by CENTEX HOMES, a Nevada general partnership ("Declarant").

WHEREAS, Declarant has executed and recorded in Instrument Number 2007000062257, of the Public Records of Lee County, Florida, a certain "Declaration of Covenants, Conditions, Restrictions and Easements for "Bridgetown at The Plantation" as the same may have been and may be amended (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration subjects the property described in Exhibit "A" thereto (the "Initial Property") to the easements, restrictions, covenants and conditions of the Declaration; and

WHEREAS, the "Additional Property" (as defined in the Declaration) described in Exhibit "A" hereto was previously subjected to the terms of the Declaration by Supplemental Declaration recorded as Instrument # 2007000128041, of the Public Records of Lee County, Florida; and

WHEREAS, Declarant desires to designate the Additional Property described in Exhibit "A" hereto as the "Villa Series Homes"; and

WHEREAS, Article IX, Section 9.3 of the Declaration provides that Declarant may impose additional covenants, restrictions and easements on portions of the Community, including, without limitation, covenants obligating the Association to maintain and insure specific property and authorizing the Association to recover its costs through Benefited Assessments or through Service Area Assessments by a "Supplemental Declaration" (as defined in the Declaration) to subject all or any portion of the Additional Property to additional covenants, conditions and restrictions; and

WHEREAS, Declarant, as owner of the Additional Property described on Exhibit "A" attached hereto and made a part hereof, now desires to impose the additional covenants and restrictions set forth on Exhibit "B" attached hereto and incorporated herein by this reference ("Additional Covenants") on the Additional Property described on Exhibit "A," as such Additional Covenants may, from time to time, be amended and/or modified; and

WHEREAS, Declarant now desires to impose the Additional Covenants on the Additional Property described on Exhibit "A" attached hereto as herein specifically provided.

NOW, THEREFORE, Declarant hereby makes this Supplemental Declaration (which is intended to be and is a "Supplemental Declaration" as defined in the Declaration) and hereby declares that the Additional Property described on Exhibit "A" hereto shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens set forth in the Declaration as modified by the Additional Covenants attached as Exhibit "B" to this Supplemental Declaration, as follows:

1. The recitations herein set forth are true and correct and are incorporated herein by reference.
2. The definitions provided in the Declaration are incorporated herein by reference
3. The Additional Property described on Exhibit "A" attached hereto shall be known as the "Villa Series Homes."
4. Declarant hereby declares that the Additional Property designated on Exhibit "A" to this Supplemental Declaration is therefore subject to the Additional Covenants attached as Exhibit "B" and the applicable land use covenants and the benefits and burdens established under the Declaration as fully as though it were originally designated as such in the Declaration.
5. Designation and Maintenance of Common Areas. Notwithstanding any dedication on the "Maitland Way and Avingston Terrace Plat" (as defined below), Tracts RD-1 and RD-2, for private road right-of-way, Drainage Easements (D.E.), and Lake Maintenance Easements (L.M.E.) for drainage and lake maintenance purposes; and Public Utility Easements (P.U.E.) and Technology Utility Easements (T.U.E.) for utility purposes; all as shown on the Plat of Maitland Way and Avingston Terrace at Bridgetown at The Plantation, according to the plat thereof recorded as Instrument Number 2012000259484, of the Public Records of Lee County, Florida (the "Maitland Way and Avingston Terrace Plat"), are hereby declared to be Common Area. Maintenance of the Common Area shall be by the Association, as provided in Section 7.2 of the Declaration. All costs of maintenance pursuant to this Paragraph shall be assessed equally against all Lots in Bridgetown at The Plantation benefiting from this service as a Regular Assessment pursuant to the provisions of Section 8.1 of the Declaration and shall be subject to the lien of the Association pursuant to Section 8.7 of the Declaration.

6. Conflict. Except as otherwise specifically set forth in this Supplemental Declaration, in the event of any conflict between the provisions of this Supplemental Declaration and the provisions of the Declaration, the provisions of this Supplemental Declaration shall control.

7. Amendment and Modification. Prior to the Turnover Date, Declarant may modify, amend, delete, waive or add to this Supplemental Declaration or any part thereof without the consent of the Owners. After the Turnover Date, this Supplemental Declaration may be amended by the Board of Directors and the affirmative vote of Neighborhood Voting Representatives representing sixty-seven percent (67%) of the total votes in the Association.

IN WITNESS WHEREOF, Declarant has executed this Supplement on the day, month and year first above written.

CENTEX HOMES, a Nevada general partnership
By: CENTEX REAL ESTATE CORPORATION,
a Nevada corporation
Its: Managing General Partner

Ella Fleming
Signature
Ella Fleming
Printed Name
Jenna Kowalczyk
Signature
Jenna Kowalczyk
Printed Name

By: Brian Yanaley
Printed Name: BRIAN YANALEY
Title: VP FINANCE, South Florida Division

(CORPORATE SEAL)

STATE OF FLORIDA)
) ss:
COUNTY OF LEE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Brian Yanaley, as VP Finance of CENTEX REAL ESTATE CORPORATION, as the Managing General Partner of CENTEX HOMES, a Nevada general partnership, freely and voluntarily under authority duly vested in him by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of January, 2013.

My Commission Expires: 8/30/16

Caroline Coyle
Notary Public
Caroline Coyle
Typed, printed or stamped name of Notary Public



EXHIBIT A

ADDITIONAL PROPERTY

LOTS 578 THROUGH 665, MAITLAND WAY AND AVINGSTON TERRACE AT BRIDGETOWN AT THE PLANTATION, ACCORDING TO THE PLAT THEREOF, RECORDED AS INSTRUMENT NUMBER 2012000259484, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

EXHIBIT "B"

ADDITIONAL COVENANTS

SECTION I. COMMON STRUCTURAL ELEMENTS

A. Each building ("Building(s)") containing attached Homes shall contain Common Structural Elements which include, but are not limited to, the following:

(1) Utility Lines. All utility lines, ducts, conduits, pipes, fire sprinklers, wires and other utility fixtures and appurtenances which are located on or within each Building and which directly or indirectly in any way service more than one (1) Home in such Building.

(2) Party Walls. All division walls ("Party Walls") between two (2) Homes located upon a Lot line between two (2) Homes, provided that the mere fact that such a division wall between two (2) Homes is found to be not on a Lot line shall not preclude that division wall from being a Party Wall. The Owners of the Homes adjacent to a Party Wall shall own such Party Wall as tenants in common.

(3) Bearing Walls. Any and all walls or columns necessary to support the roof structure.

(4) Exterior Finish. Any and all siding, finish, trim, exterior sheathings and other exterior materials and appurtenances on the exterior of each Building.

(5) Foundation. The entire concrete floor slab and all foundational and support structures and appurtenances thereto.

(6) Roofs. The entire roof of a Building.

B. Should the Common Structural Elements or a part thereof extend beyond the Lot, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Common Structural Elements as same shall be constructed are hereby imposed.

SECTION II. COVENANTS REGARDING ATTACHED HOMES.

Without limiting the types of Homes which may be developed within Bridgetown, Declarant may construct single family attached Homes within Bridgetown. The restrictions, covenants, and provisions set forth herein shall apply to such attached Homes, and may be modified, deleted, or supplemented by subsequent amendment.

A. Utility Easements. Each Owner of an attached Home grants to all other Owners owning an attached Home in the same Building a perpetual utility easement for water, sewer, power, telephone and other utility and service company lines and systems installed beneath or within the attached Home.



Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines affecting all attached Homes within a Building, and which are located beneath or within the Building shall be shared equally by each of the Owners in the Building affected; provided, however, that where the necessary access by authorized personnel of the utility or service company is required because of the intentional or negligent misuse of the utility or service company line or system by an Owner, their lessee, licensee, invitee, or agent, any expense arising therefrom shall be borne solely by such Owner. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines located within the Common Area shall be paid by the Association as a Common Expense, or where appropriate, in the sole discretion of the Board, through a Neighborhood Assessment.

B. Common Walls and Roof.

The attached Homes comprising each Building are single family attached Homes with common walls, known as "party walls," between each Home that adjoins another Home. The center line of a party wall is the common boundary of the adjoining Home.

Each common wall in an attached Home shall be a party wall, and any party to said wall, his heirs, successors, and assigns shall have the right to use same jointly with the other party to said wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete or other material forming said party wall.

The entire roof of the Building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "shared roofing".

If an attached Home is damaged through an act of God or other casualty, the affected Owner shall promptly have his or her Home repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Building. In the event such damage or destruction of a party wall or shared roofing is caused solely by the neglect or willful misconduct of an Owner, any expense incidental to the repair or reconstruction of such wall or shared roofing shall be borne solely by such wrongdoer. If the Owner refuses or fails to pay the cost of such repair or reconstruction, the Association shall have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected Building, and the Association shall thereafter have the right to specially assess said Owner for the costs of such repair and reconstruction.

The cost of maintaining each side of a party wall shall be borne by the Owner using said side, except as otherwise provided herein.

C. Maintenance of the Exterior of the Attached Homes. Each Owner shall at all times be responsible for the maintenance and care of the exterior surfaces of his or her attached Home. The phrase "exterior surfaces of the attached Home" shall include, but not be limited to, the exterior walls

and shared roofing. Each Owner shall be responsible for the periodic cleaning of the exterior walls and shared roofing, and the periodic re-painting of the exterior walls of their Home.

No Owner shall authorize the painting, refurbishing or modification of the exterior surfaces or shared roofing of their Home without the consent of the ARB and the Arborwood Design Review Committee.

If the Owner refuses or fails to maintain the exterior of the Home, the Association shall have the right to complete such maintenance and the Association shall thereafter have the right to specially assess said Owner for the costs of maintenance. The Benefited Assessment or Special Assessment incurred to maintain the exterior of the Home(s) by the Association in accordance with this Article will be made pursuant to the assessment powers and lien rights set forth in the Declaration.

D. Casualty Insurance. Each Owner shall maintain physical damage insurance for his or her Home in an amount equal to the replacement value of his or her Home. The Association may require that each such Owner provide proof of insurance. Should any such Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance, and the costs of such insurance may be levied as a Special Assessment against such Home.

E. Party Fences. Those walls or fences which are constructed between two adjoining Lots and are to be shared by the Owners of said adjoining Lots are to be known as and are hereby declared to be "Party Fences." Party Fences shall be the joint maintenance obligation of the Owners of the Lots bordering the fences. Each Owner shall have the right to full use of said fence subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent Lot or in any manner impair the value of said fence. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Fence which faces such Owner's Lot. The cost of said maintenance and superficial repairs shall be borne solely by said Owner. In the event of damage or destruction of the Party Fence from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Owners, the Owners of the adjacent Lots shall, at their joint expense, repair and rebuild said fence within 30 days, unless extended by the Board. In the event it is necessary to repair or rebuild a Party Fence, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Owner shall choose a member of the Board to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter. All of the said Board members shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Owners. Whenever any such fence or any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If the Owner shall refuse to repair or reconstruct the fence within 30 days, unless extended by the Board, and to pay his share, all or part of such cost in the case of negligence or willful misconduct, the Association may have such fence repaired or reconstructed and shall be entitled to a lien on the Lot of the Owner so failing to

pay for the amount of such defaulting Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Lots shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent Lots to effect necessary repairs and reconstruction.