This instrument was prepared by:

Dana R. Goldman, Esq. Dana Goldman, P.A. 308 Poinciana Island Drive, #710 Sunny Isles Beach, FL 33160

Cross Reference to Amended and Restated Declaration of Covenants, Conditions, Easements, and Restrictions, recorded in Official Records Book 6268, Page 629, of the Public Records of Osceola County, Florida

------SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA------

SECOND AMENDMENT AND SUPPLEMENTAL DECLARATION TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR BRIDGEWALK

THIS SECOND AMENDMENT AND SUPPLEMENTAL DECLARATION TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR BRIDGEWALK (this "Second Supplemental Declaration") is made on this and day of May of Ma

RECITALS

- A. Declarant is the "Declarant" under that certain Declaration of Covenants, Conditions, Easements, and Restrictions for Bridgewalk, recorded on February 15, 2022 in Official Records Book 5891, Page 604 ("Original Declaration") as amended and restated in that certain Amended and Restated Declaration of Covenants, Conditions, Easements, and Restrictions of Bridgewalk, recorded on August 12, 2022 in Official Records Book 6268, Page 629 ("Amended and Restated Declaration"), and as further amended and supplemented in that certain 1st Amendment to Community Declaration for Bridgewalk, recorded on January 23, 2024 in Official Records Book 6537, Page 2789 ("1st Amendment"), and that certain First Amendment and Supplemental Declaration to Amended and Restated Declaration of Covenants, Conditions, Easements, and Restrictions for Bridgewalk, recorded on June 5, 2024 in Official Records Book 6612, Page 9 ("First Supplemental Declaration"), all of the Public Records of Osceola County, Florida (the First Supplemental Declaration, together with the Original Declaration, Amended and Restated Declaration, and 1st Amendment, shall be referred to as the "Declaration") respecting the community known as Bridgewalk.
- B. Pursuant to Sections 1.1 and 3.3 of the Declaration, additional lands may be annexed to the Properties by the Declarant, at the Declarant's sole discretion. Such annexed lands shall be brought within the provisions and applicability of the Declaration by filing a Supplemental Declaration in the Public Records of Osceola County, Florida describing the property to be annexed and subjecting it to the terms of the Declaration.
- C. Pursuant to Section 20.1 of the Declaration, prior to Turnover, the Declaration may be amended by the Declarant alone without the consent or joinder of any other Owner or the Association;

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provided, however, the Association shall, upon request of the Declarant, join in any such amendments or modifications upon request of the Declarant.

- D. Turnover has not yet occurred.
- E. Declarant wishes to amend and supplement the Declaration as further set forth herein.
- F. The Association has joined in and consented to this Second Supplemental Declaration at the request of the Declarant.

NOW THEREFORE, Declarant hereby amends and supplements the Declaration as set forth herein.

Words in the text which are lined through (------) indicate deletions from the present text; words in the text that appear with a <u>double underline</u> indicate additions to the present text.

- 1. <u>Recitals and Defined Terms</u>. The foregoing Recitals are true and correct and are incorporated into and form a part of this Second Supplemental Declaration. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
- 2. <u>Conflicts.</u> If there is a conflict between this Second Supplemental Declaration and the Declaration, this Second Supplemental Declaration shall control. Whenever possible, this Second Supplemental Declaration and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.
- 3. <u>Annexation.</u> In accordance with Sections 1.1 and 3.3 of the Declaration, the lands more particularly described on <u>Exhibit "A"</u> to this Second Supplemental Declaration are hereby annexed into the Properties and shall be subject to the covenants, conditions and restrictions contained in the Declaration.
 - 4. Amendments to Article 2 of the Declaration.
 - a. The definition of "Builder" is hereby modified as follows:
 - 2.12 "Builder" means any person or entity which acquires any portion of the Properties from the Declarant for the purpose of constructing improvements for sale to consumers or who purchases for development and resale in the ordinary course of its business or a person or entity that holds title to a Lot in the capacity of a land banker. AG shall have all rights and exemptions of Builder under this Declaration, in addition to all other rights in favor of AG that are set forth in this Declaration.
 - b. The following definition of "Community Completion Date" is hereby added as Section 2.66 of the Declaration:
 - 2.66 "Community Completion Date" means the date upon which all permits relative to the Common Areas and Homes have been closed, and all Homes in Bridgewalk as ultimately planned and as fully developed, have been conveyed by Declarant and/or Builder to Owners.
 - c. The following definition of "Hurricane Protection" is hereby added as Section 2.67 of the Declaration:

- 2.67 "Hurricane Protection" means any roof systems recognized by the Florida Building Code that meet ASCE 7-22 standards, permanent fixed storm shutters, roll-down track storm shutters, impact-resistant windows and doors, polycarbonate panels, reinforced garage doors, erosion controls, exterior fixed generators, fuel storage tanks, and other Hurricane Protection products used to preserve and protect the structures or improvements on any Lot or Home.
- 5. <u>Amendment to Section 7.6 of the Declaration</u>. Section 7.6 of the Declaration is hereby amended as follows:
 - 7.6 Rules and Regulations. The Board of Directors shall have the power to adopt, amend and enforce rules and regulations applicable within the Community with respect to any Common Areas, and to implement the provisions of the Association Documents, including but not limited to rules and regulations to prevent or reduce fire hazard; to prevent disorder and disturbances of the peace; to regulate pedestrian and vehicular traffic; to regulate parking; to regulate animals; to regulate signs; to regulate use of any and all Improvements on Common Areas to assure fullest enjoyment of use by the persons entitled to enjoy and use the same; to promote the general health, safety and welfare of persons within the Community; and to protect and preserve property, property values and property rights. All rules and regulations adopted by the Association shall be reasonable and shall be uniformly applied, except such rules and regulations may differentiate between reasonable categories of the Properties and Owners, Occupants, agents, and contractors. The Association shall provide a physical or digital copy of the rules and regulations and the Association Documents to every new Member of the Association. A copy of the rules and regulations, as they may from time to time be adopted, amended or repealed, shall be posted on the homepage of the Association's website or a direct link to the rules and regulations shall be provided on the homepage of the Association's website and the Association sends notice to each Member of the Association's intent to utilize the website for such purpose; notice by the Association shall be sent (a) electronically to the Members who have provided written consent to the Association to receive notices by electronic transmission and have provided an electronic mailing address to the Association for that purpose and (b) by mail to all other Members at the address identified as their mailing address in the Association's official records, in accordance with Section 720.303(15), Florida Statutes (2024) may be posted in a conspicuous place in the Association's office or may be mailed or otherwise delivered to each Owner. Upon such mailing, delivery or posting, electronic transmission, or mailing, the rules and regulations shall have the same force and effect as if they were set forth herein; provided, however, that the rules and regulations shall be enforceable only to the extent that they are consistent with the Association Documents, and may not be used to amend any of such documents. To the extent authorized by the District, the Board of Directors shall have the right to adopt and enforce rules and regulations applicable to the Facilities and shall have the right to take enforcement action against any Owner to compel compliance with the rules and regulations whether they apply to the Common Areas or to the Facilities.
- 6. <u>Amendment to Subsection 8.4.5 of the Declaration</u>. Subsection 8.4.5 of the Declaration is hereby amended as follows:
 - 8.4.5 <u>Water Used for Irrigation Purposes</u>. The Association may elect or be required to negotiate an agreement with any effluent

supplier for the use of treated sewage, effluent, "reclaimed" or "grey" water within the Community for irrigation purposes throughout the Community, including all Common Areas and Lots. The Declarant, prior to Turnover, Association would be responsible for providing all on site piping and pumping facilities from the point of delivery to the project, and as applicable, negotiating with the reclaimed water supplier or other contractor to provide full or partial on site storage facilities, consistent with the volume of water to be utilized, as required by any applicable governmental requirements. All Owners, by the act of purchasing, are deemed to have irrevocably consented to the irrigation of the Common Areas and Lots with reclaimed water; provided, however, that if reclaimed water is used for irrigation then it shall emanate from an approved treatment plant with a current operating permit from the appropriate regulatory authorities. The cost of such reclaimed water and all administrative, operational, maintenance and support costs related to it, are Common Expenses. Reclaimed water is not potable and should not be ingested by humans or pets and should not be used to irrigate anything meant for human consumption.

- 7. Amendments to Subsection 12.9 of the Declaration.
 - a. Subsection 12.9.1 of the Declaration is hereby amended as follows:
 - 12.9.1 Late Fees and Interest. If any Assessments or Charge is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of five (5%) percent of the amount of the Assessments or Twenty-Five (\$25.00) Dollars, whichever is greater, plus interest at the then highest rate of interest allowable by law (or, if there is no highest lawful rate, simple interest at 18% per year) from the due date until paid. Compound interest may not accrue on any Assessments and installments on Assessments that are not paid when due. If there is no due date applicable to any particular Assessments or Charge, then the Assessments or Charge shall be due ten (10) days after written demand by the Association.
 - b. Subsection 12.9.2 of the Declaration is hereby amended as follows:
 - 12.9.2 Acceleration of Assessments; Rental Obligations. If any Owner is in default in the payment of any Assessments or Charge owed to the Association for more than thirty (30) days after written demand, the Association shall have the right to accelerate and require such defaulting Owner to pay to the Association the Assessments for the balance of the fiscal year, based upon the then existing amount and frequency of such Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the Assessments and for all other amounts payable to the Association. If a Lot is occupied by a Tenant and the Owner is in default in the payment of any Assessments or Charge owed to the Association, the Association may demand that the Tenant pay directly to the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the Owner

related to the Lot have been paid in full to the Association and the Association releases the Tenant or until the Tenant discontinues tenancy in the Lot. In such event the Association shall provide the Tenant a notice in substantially the form set forth in Section 720.3085(8)(a)1 of the Association Act.

- 8. <u>Amendment to Section 12.18 of the Declaration</u>. Section 12.18 of the Declaration is hereby amended as follows:
 - 12.18 Association Funds. Amounts collected by the Association shall be held by the Association in accounts clearly identified as the Association's and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks and financial institutions, the deposits of which are insured by an agency of the United States. The Association and its officers, directors, employees, and agents may not use a debit card issued in the name of the Association, or billed directly to the Association, for the payment of any Common Expenses, Neighborhood Expenses, Service Area Expenses, if any, or any other expenses of the Association.
- 9. Amendments to Article 13 of the Declaration.
 - a. Subsection 13.3.3 of the Declaration is hereby amended as follows:
 - 13.3.3 Prohibited Vehicles. No commercial motor vehicle, including any oversized passenger vans or passenger vans used for the commercial transport of passengers, recreational vehicles, limousines, house trailers, and trailers of every other type, kind or description, or camper, may be kept within the Community except in the garage of a Home. Notwithstanding the foregoing, so long as a Home has a fence which has been approved by the ARC, a boat and/or boat trailer, may be kept within the fenced yard of such Home. No recreational vehicle or boat may be parked within Bridgewalk so as to be visible from the Lot's frontage, an adjacent Lot or an adjacent Common Area. Boats and/or boat trailers shall not be permitted to be kept within the yard of any Townhome. The term "commercial motor vehicle" as defined in Section 320.01(25), Florida Statutes, shall not be deemed to include first responder law enforcement-vehicles or recreational or utility vehicles (i.e., BroncosTM, BlazersTM, ExplorersTM, NavigatorsTM, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. No vehicles displaying commercial advertising shall be parked within the public view. No non-working vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on the Properties. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home

Notwithstanding the foregoing, and regardless of any official insignia or visible designation, an Owner, Tenant, Guest, Occupant, or an invitee of the Owner may park his or her work vehicle, which is not a commercial motor vehicle, in the Owner's driveway. An Owner, Tenant, Guest, Occupant, or an invitee of the Owner shall not be

prohibited from parking his or her personal vehicle, including a pick-up truck, in the Owner's driveway or in any other area at which the Owner. Tenant, Guest, Occupant, or invitee of the Owner has a right to park as governed by State, County and City regulations.

No vehicle with expired registration or license plates may be kept within public view anywhere on the Properties. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained in this Declaration or in the rules and regulations now or subsequently adopted may (without obligation) be towed by Association at the sole expense of the owner of such vehicle. Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of such towing. Each Owner acknowledges that such Owner and its family, guests, Tenants, Occupants and invitees shall abide by all parking regulations issued by the local governing authority having jurisdiction.

- b. Section 13.3 of the Declaration is hereby amended to add the following Subsection 13.3.5:
 - 13.3.5 Electric Car Charging Stations. Electric car charging stations may only be installed inside a garage. Installation or utilization of charging stations of any type outside of the garage are prohibited.
- c. Section 13.34 is hereby amended as follows:
 - Visibility on Corners; Visibility. Notwithstanding anything to the contrary in this Declaration, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Board and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem. To the extent permitted by applicable law, Owners and Tenants may install, display, or store any items on their Lot so long as such items are not visible from the Lot's frontage or an adjacent Lot or an adjacent Common Area, including, but not limited to, artificial turf, boats, flags, vegetable gardens, clotheslines, and recreational vehicles.
- d. A new Section 13.37 is hereby added to the Declaration as follows:
 - 13.37 Completion and Sale of Homes and Lots. No person or entity shall interfere with the completion and sale of Lots or Homes within Bridgewalk. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF LOTS OR HOMES: THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS OR POSTING OF NEGATIVE WEBSITES ON THE INTERNET, NEGATIVE ADVERTISING, NEGATIVE INFORMATION PROVIDED OR POSTED AT PUBLIC GATHERINGS ARE STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE LOTS AND HOMES IN BRIDGEWALK AND THE RESIDENTIAL ATMOSPHERE THEREOF.

- 10. Amendments to Article 16 of the Declaration.
 - a. Section 16.2 is hereby amended as follows:
 - Architectural Guidelines. Each Owner, and their respective contractors 16.2 and employees, shall observe, and comply with, the Architectural Guidelines which now or may hereafter be promulgated by the Declarant or the ARC. The Architectural Guidelines shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Architectural Guidelines shall not require any Owner to alter the improvements previously constructed. Prior to Turnover, Declarant shall have the right to approve the Architectural Guidelines, which approval, may be granted in its sole discretion. Specifications for each Home. structure, or other Improvement on any Lot in Bridgewalk for Hurricane Protection shall be adopted by the Board or the ARC and included in the Architectural Guidelines. Hurricane Protection may include, without limitation, the color and style of Hurricane Protection products and any other items deemed relevant by the Board. All Hurricane Protection specifications shall comply with applicable County and Florida building codes. The ARC may not deny any application by an Owner for the installation, enhancement, or replacement of Hurricane Protection that conforms to the specifications approved the Association or the ARC. Installation of Hurricane Protection shall be consistent with the general plan and scheme of development of Bridgewalk pursuant to Section 8.9.
 - b. Section 16.3 of the Declaration is hereby amended as follows:
 - Review of Proposed Construction. No Home, fence, wall or other 16.3 structure or Improvement (including, but not limited to, landscaping, Hurricane Protection, basketball hoops, birdhouses, other pet houses, paving or other improvements or changes thereto of any kind) shall be commenced, altered, removed, painted, erected or maintained in the Properties, nor shall any addition, removal, change or alteration (including paint or exterior finishing) visible from the exterior of any Home be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of Homes or other Improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by the ARC. The ARC shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alteration, removal or addition contemplated thereby in the location(s) indicated will not be detrimental to the appearance of the Properties as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The ARC may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ARC may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The ARC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the ARC of any required plans and specifications, the ARC may postpone review of any plans submitted for approval. No later

than forty-five (45) days after receipt of all information required by the ARC for final review, the ARC shall approve or deny the application in writing. If the ARC disapproves an application in writing for the construction of a structure or other Improvement on a Lot, it shall provide written notice to the Owner stating with specificity the rule or covenant on which the ARC relied when disapproving the request or application. and the specific aspect or part of the proposed Improvement that is not in conformance with such rule or covenant. Without limiting the foregoing, tThe ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ARC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, ARC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ARC fails to respond within such forty-five (45) day period, the plans and specifications shall be deemed disapproved by the ARC.

Notwithstanding the foregoing, the ARC may not enforce or adopt any rules or guidelines that limit the requirements on the interior of any structure located upon a Lot that is not visible from the frontage of the Lot or an adjacent Lot or the Common Area; or review and approval of plans and specifications for a central air-conditioning, refrigeration, heating, or ventilating system, if such system is not visible from the frontage of the Lot, any adjacent Lot or the Common Area and is substantially similar to a system that is approved or recommended by the Association or the ARC, pursuant to Section 720.3035(1)(b), Florida Statutes (2024).

All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

- 11. <u>Amendment to Section 17.1.5 of the Declaration</u>. Section 17.1.5 of the Declaration is amended to add Subsections 17.1.5.1 and 17.1.5.2:
 - 17.1.5 Marketing. The right for Declarant and Builders to sell, lease, resell, market, promote, operate, and manage existing and planned Homes (and portions thereof), which right shall include (though not be limited to) the right to construct and maintain marketing, sales and leasing offices and models and to be open for business seven (7) days per week on any portion of the Properties owned or controlled by it and the Common Areas, to solicit and receive the visits of unlimited numbers of prospective purchasers and tenants (all of whom shall have the right while visiting to use parking spaces on the Common Areas), and to place signs, lighting, flags, banners and other promotional devices on any portion or portions of the Properties owned or controlled by it or the Common Areas without regard to the size or aesthetic appeal of such signs or devices provided that all Builder signs shall be subject to Declarant's approval, which shall not be unreasonably withheld.
 - 17.1.5.1 Prior to the Community Completion Date, Declarant shall have the right to use any portion of the Common Area or any portion of the Properties owned or leased for use by Declarant for any purpose deemed appropriate by

Declarant including without limitation the operation of model homes, sales or leasing offices, promotional activities, sales activities, employment of sales personnel, and any other uses as part of Declarant's program of sale, leasing, construction and development of and within the Properties, without any assessment, cost, charge or expense to Declarant and its successors, nominees, designees and assigns.

- 17.1.5.2 Declarant, its agents, affiliates, or assignees shall have the right to market Bridgewalk and Homes in advertisements and other media by referring to Bridgewalk, including, but not limited to, pictures or drawings of Bridgewalk, Common Areas, and Homes constructed in Bridgewalk. All logos, trademarks, and designs used in connection with Bridgewalk are the property of Declarant, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of Declarant. Without limiting any other provision of this Declaration, Declarant may assign its rights hereunder to any Builder. The rights reserved hereunder shall extend beyond the Community Completion Date.
- 12. <u>Amendment to Section 20.7 of the Declaration</u>. Section 20.7 of the Declaration is amended to read as follows:
 - 20.7 Effective Date. Any amendment, other than an amendment made by the Declarant alone pursuant to the Declaration, shall be evidenced by a certificate of the Association, executed either by the President or Vice President of the Association or a majority of the members of the Board of Directors which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the executed of a deed. Amendments to the Association Documents are valid from the later of the time of recording in the Public Records or such later date specified in the amendment. Within thirty (30) days after recording an amendment to the Association Documents, the Association shall provide copies of the amendment to the Owners in the manner set forth herein and in any rules and regulations establishing standards for the manner of distribution and timeframe for providing copies of such amendments. However, if a copy of the proposed amendment is provided to the Owners before they voted on the amendment and the proposed amendment did not changed-before the vote, the Association, in lieu of providing a copy of the amendment, may provide notice to the Owners that the amendment was adopted, identifying the official book and page number or instrument number of the recorded amendment and that a copy of the amendment is available at no charge to the Owners upon written request to the Aassociation. The copies and notice described in this Section may be provided electronically to those Owners who previously consented to receive notice electronically. Amendments to the Association Documents shall be posted on the homepage of the Association's website or a direct link to such amendment shall be provided on the homepage of the Association's website that is accessible to the Members and the Association sends notice to each Member of its intent to utilize the Association's website for such purpose; notice by the Association shall be sent (a) electronically to the Members who have consented to receive

notices by electronic transmission and provided an electronic mailing address to the Association for that purpose and (b) by mail to all other Members at the address identified as their mailing address in the Association's official records, in accordance with Section 720.303(15), Florida Statutes (2024).

- 13. <u>Joinder</u>. The Declaration is further amended by the Joinder and Consent of Landowner attached hereto.
- 14. <u>Ratification</u>. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.
- 15. <u>Covenant</u>. This Second Supplemental Declaration shall be a covenant running with the land and shall be effective immediately upon its recording in Osceola County, Florida.

IN WITNESS WHEREOF, the undersigned, being Declarant under the Declaration, has caused this Second Supplemental Declaration to be executed by its duly authorized representatives and has affixed its company seal as of this with a property of the company seal as of this with the company seal as of the compan

Witnessed by:	STANDARD PACIFIC OF FLORIDA, LLC, a Florida limited liability company	
Name: Michelle Ducker Address: (1075 (100 Blvd) Plando Pl. 3787) Limin Chamberle Name: LINDA CHAMBOR	By: Standard Pacific of Florida GP, LLC, a Delaware limited liability company, its Sole Member By: Print Name: Vice President	
Address: (de75 weshwood Blvd)		
STATE OF FLORIDA) COUNTY OF ORANGE) The foregoing instrument was sworn to, subsc	ribed and acknowledged before me this <u>200</u> day of	
FLORIDA GP, LLC, a Delaware limited liability company, the Sole Member of STANDARD PACIFIC OF FLORIDA, LLC, a Florida limited liability company, on behalf of the companies. He she appeared before me by means of: online notarization, or physical presence and is personally known to me, or has produced as identification.		
MY COMMISSION # HE 431760 Print Notar Comm	Name:	

JOINDER AND CONSENT OF LANDOWNER

- Introduction. Lennar Homes, LLC, a Florida limited liability company ("Lennar", or "Declarant"), and AG EHC II (LEN) Multi State 4, LLC, a Delaware limited liability company ("AG"), entered into that certain Option Agreement by and between AG as owner and Lennar as builder, dated December 15, 2023 and as evidenced by that certain Memorandum of Option Agreement recorded on December 19, 2023 in Official Records Book 6521, Page 542 of the Public Records of Osceola County, Florida (as may be amended, the "Option Agreement"). Pursuant to the terms of the Option Agreement, Lennar has an option to purchase that portion of the Properties owned by AG. AG hereby grants its consent to and joins in the terms and provisions of the Second Amendment and Supplemental Declaration to the Amended and Restated Declaration of Covenants, Conditions, Easements, and Restrictions for Bridgewalk for the Bridgewalk Development (the "<u>Second Supplemental Declaration</u>") to which this Joinder and Consent of Landowner (this "<u>Consent</u>") is attached, and to the recording of the Second Supplemental Declaration, subject to the following provisions and conditions, which are deemed to modify the Declaration (as defined in the Second Supplemental Declaration). In the event of any conflict between this Consent and the Declaration, the terms of this Consent shall control. Further, as between Lennar and AG, in the event of any conflict between this Consent and the terms of the Option Agreement, the terms of the Option Agreement shall control. Any initially capitalized term used and not otherwise defined in this Consent has the meaning ascribed to such term in the Declaration.
- Declarant. Notwithstanding anything to the contrary contained in the Declaration or this Consent; (a) the Declarant's rights shall only be assigned by written, recorded instrument expressly assigning those rights, and such rights shall not be assigned without AG's prior written consent, so long as AG owns any of the Properties, and (b) if the option pursuant to the Option Agreement expires or otherwise terminates, or the Option Agreement is terminated prior to the purchase by Lennar from AG of all of AG's Lots as evidenced by the recordation in the Public Records of the County of a Notice of Termination of Option (as defined in the Option Agreement), AG shall automatically become a Declarant under the Declaration as to the Lots then owned by AG if and when AG executes and records a Notice of Acquisition of Declarant Rights (with AG having no affirmative obligation to record same), in which event all references to "Declarant" shall thereafter mean and refer to AG as to the Lots then owned by AG and Lennar shall no longer be Declarant as to the Lots then owned by AG; provided, however that AG shall not be liable to any Member or any other person or entity for any act or omission of Declarant or any other party arising prior to the date that AG succeeds to Declarant's rights under the Declaration, including, without limitation, Declarant's failure to pay any amounts owing or to be paid or reserved for hereunder or as may otherwise be required by statute or law or to perform any act or obligation required to be performed by Declarant hereunder or as may otherwise be required by statute or law, arising prior to the date AG succeeds to Declarant's rights hereunder, and AG shall assume the obligations under the Declaration only for matters and obligations arising or to be performed with respect to the Lots owned by AG from and after the date AG succeeds to Declarant's rights hereunder. AG is hereby released and discharged from any and all obligations under the Declaration accruing prior to the date AG succeeds to Declarant's rights hereunder or with respect to obligations relating to any Lots purchased from AG.
- 3. <u>Co-Declarants.</u> If AG becomes a Declarant after the recording of a Notice of Acquisition of Declarant Rights, at a time when Lennar owns Lots, then AG and Lennar (and their respective assignees) shall be co-Declarants until such time as either (a) Lennar (or any party to whom Lennar may assign its Declarant rights) no longer owns any Lot, after which, if AG (or any party to whom AG may assign its Declarant rights) owns a Lot, then AG (or its successor) shall be the sole Declarant, or (b) AG (or any party to whom AG may assign its Declarant rights) no longer owns any Lot, after which, if Lennar (or any party to whom Lennar may assign its Declarant rights) owns a Lot, Lennar (or its successor) shall be the sole Declarant.
- 4. <u>Provisions Applicable While There Are Co-Declarants</u>. Notwithstanding anything to the contrary contained in the Declaration, for so long as AG and Lennar (and/or their respective assigns) are co-Declarants, then the following provisions shall apply:

- a. The annexation of any additional property under the Declaration and/or the removal of any of the Properties from the effect of the Declaration shall require the written consent of both co-Declarants.
- b. Any adoption, repeal, or amendment to the Rules and Regulations, shall be determined by and require the written consent of both co-Declarants.
- c. The right to appoint or remove members of the Board and the ARC shall be exercised by the co-Declarant owning a majority of all Lots then owned by all co-Declarants (e.g., if at the time of determination Lennar owns more than 50% of all of the Lots then owned by both Lennar and AG, then Lennar shall control the right to appoint and remove members of the Board and the ARC, but if and when AG owns more than 50% of all of the Lots then owned by both Lennar and AG, then AG shall control the right to appoint and remove members of the Board and the ARC. If Lennar and AG each own the same number of Lots, then for so long as such condition continues, any such right shall be exercised with mutual consent of both co-Declarants. At any such time that both AG and Lennar continue to simultaneously be co-Declarants, the co-Declarant owning the lesser number of Lots shall be entitled to appoint one (1) representative to the Board and ARC.
- d. Any exercise of Declarant rights to amend the Declaration unilaterally shall require the written consent of both Declarants, which consent shall not be unreasonably withheld or delayed by either Declarant, unless such amendment is either (i) necessary or desirable to comply with the requirements of the District as to one or more Lots owned by a Declarant, in which event such Declarant may exercise such rights but such exercise shall be limited to the greatest extent so as to be limited solely to such affected Lot(s), or (ii) such amendment affects only Lots or tracts then owned by such Declarant.
- e. Except as otherwise specified above, each Declarant shall be entitled to exercise any Declarant rights applicable to and affecting only a specific Lot, but only as to the Lot(s) owned by such Declarant.
- f. Any exercise of Declarant's rights to approve the Association's dedication, transfer, or encumbrance of any Common Area shall require the written consent of both Declarants, provided, however, that if such dedication or conveyance is contemplated as Common Area on a plat of the Properties, AG shall be entitled to convey such portion of the Properties that is contemplated as Common Area to the Association.
- 5. Notwithstanding anything contained in the Declaration to the contrary, the following shall apply in addition to the limitation and restrictions contained in the Option Agreement:
 - a. Declarant shall not, without the prior written consent of AG, have the right to exercise any "Declarant" rights under the Declaration in any manner which will have a material or adverse impact on any portion of the Properties owned by AG. Any action taken by Declarant that is in contravention of the terms of the foregoing sentence shall be deemed void and of no force or effect. In furtherance of the foregoing, Declarant shall not record any document against any portion of the Properties that includes Lots owned by AG (including, without limitation, any plat or replat) without the prior written consent of AG. Any such document recorded without AG's prior consent shall be deemed void and of no force and effect, unless subsequently approved by a written consent signed by AG and recorded.
 - b. During the term of the Option Agreement, no Assessments shall be levied against Lots or any Properties owned by AG, and all Assessments levied against any Properties or Lots owned by AG shall be the responsibility of, and payable by, Lennar.

- c. Declarant shall obtain AG's written consent prior to appointing any person other than an employee of Lennar to the Board, or to removing any member of the Board and replacing such member with any person other than an employee of Lennar. The election of a homeowner to the Board, as required by Florida Statutes, Chapter 720 shall not require any consent of AG whatsoever unless such election is scheduled to take place prior to the date upon which such election is statutorily required.
- d. So long as AG owns any Lot or other portion of the Properties, any amendment to the Association Documents shall require the prior written approval of AG, which approval shall not be unreasonably withheld, conditioned, or delayed. Any purported amendment to the Declaration or other Association Documents without such approval shall be deemed void and of no force and effect unless subsequently approved by a written consent signed by AG (and such consent shall be recorded, if the document is an amendment to the Declaration).
- e. Neither Lennar nor its successors or assigns shall, without the prior written consent of AG, have the right to exercise any of the Declarant rights under the Declaration in any manner which will have a material adverse impact on AG or the Properties owned by AG.
- 6. <u>Designation of Builder</u>. Notwithstanding anything in the Declaration or this Consent to the contrary, whether or not AG becomes a Declarant, a Builder (as defined in the Declaration) shall also include any Builder that is designated by AG as a "Builder" in a recorded document and AG is specifically authorized to record such designation in the Public Records of Osceola County, Florida.
- 7. Enforcement by AG. So long as AG owns any Lot or other portion of the Properties, AG shall have the right to enforce the provisions of this Consent, the Declaration, and Association Documents pertaining to the Properties in any manner provided for by law or in this Consent, the Declaration or Association Documents. None of the provisions of the Declaration shall obligate or be construed to obligate AG or its respective agents, representatives, or employees, to undertake any affirmative action to enforce the provisions of the Declaration or any Association Documents, or any provision hereof or thereof, or to undertake any remedial or corrective action with respect to any actual or asserted violation hereof or thereof.
- 8. <u>No Representations/Warranties</u>. AG makes no warranties or representations whatsoever regarding the following: (a) that the plans presently envisioned or approved for the development of the Properties can or will actually be constructed; (b) that the property subject to the Declaration or any adjacent real property is or will be committed to, or developed for, a particular (or any) use; (c) that if any portion of the Properties is once used for a particular use, such use will continue in effect; and (d) the present or future validity or enforceability of any restrictive covenant contained in the Declaration.

9. No Liability.

- a. Except during any period in which AG is exercising Declarant rights and has recorded a Notice of Acquisition of Declarant Rights, AG, its affiliates, officers, directors, members, employees, managers, shareholders and agents shall not have any liability to the Association, any Owner, Member, or third party arising out of or related in any way to the Development, the Community, or the Declaration or AG's involvement therewith including, without limitation, any decisions, approvals, disapprovals, actions, or omissions of the Board, any director of the Board, Declarant, any member of any committee established pursuant to the Declaration, or any other third party.
- b. Notwithstanding any provision in the Declaration or this Consent to the contrary, AG shall be entitled to the benefit of (as though made directly to AG) any and all rights, easements, waivers, releases, indemnifications, exculpations and limitations of liability that are provided to Lennar and the Declarant under the Declaration.

10. <u>Effect of Termination of Option Agreement on Declaration</u>. Notwithstanding any other provision contained in this Declaration, Declarant and AG acknowledge that, upon recordation of a Notice of Termination of the Option Agreement, the Option Agreement, for purposes of the Declaration, shall be deemed terminated and shall no longer be in force or have any effect hereunder.

11. INTENTIONALLY DELETED.

- 12. <u>Rules and Regulations</u>. Notwithstanding anything contained in the Declaration or this Consent to the contrary, as long as AG owns any Lot and has not exercised its right to become a Declarant, the Rules and Regulations shall not apply to AG or to any Properties owned by AG, and in all events, shall not be applied in a manner which would adversely affect the interests of AG.
- 13. <u>Start-Up Assessments and Re-Sale Assessments</u>. Notwithstanding anything to the contrary contained in the Declaration, no Start-Up Assessments or Re-Sale Assessments shall be collected from AG or any successor in title to AG or any purchaser of a Lot, Home or parcel from any successor in title to AG, unless that successor in title is Lennar.
- 14. <u>Execution of Documents</u>. Notwithstanding anything contained in the Declaration, as long as AG owns any portion of the Properties, the Declarant shall not have the right to act as the agent or the attorney-in-fact for AG.
- 15. <u>Assignment of Rights.</u> Notwithstanding any provision in the Declaration or this Consent to the contrary, after termination of the Option Agreement or expiration of the option provided in the Option Agreement, AG may assign or partially assign any of its rights under the Declaration and this Consent by express recorded instrument to a subsequent Owner of all or part of the Properties.

IN WITNESS WHEREOF, AG has executed this Joinder and Consent as of the day and year first above written. AG EHC II (LEN) Multi State 4, LLC, Witnesses: a Delaware limited liability company By: Essential Housing Asset Management, LLC, an Arizona limited liability company, its Authorized Agent STATE OF Anzuna

County of Marilepa Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) Multi State 4, LLC, a Delaware limited liability company, for and on behalf thereof. Notary Public Jaimė Marie Adams Notary Public [Seal] Maricopa County, Arizona My Comm. Expires 07-01-25

Commission No. 607030

JOINDER

BRIDGEWALK HOMEOWNERS ASSOCIATION, INC.

BRIDGEWALK HOMEOWNERS ASSOCIATION, INC. ("Association") does hereby join in the Second Amendment and Supplemental Declaration to the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Bridgewalk (the "Second Supplemental Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Second Supplemental Declaration as the Association has no right to approve the Second Supplemental Declaration.

IN WITNESS WHEREOF, BRIDGEWALK HOMEOWNERS ASSOCIATION, INC., has caused these presents to be signed by its proper officer and its corporate seal to be affixed this and day of	
Witnessed by:	BRIDGEWALK HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation
Name: CLATS CASH BIND.	By: Michelle Andley Title: President
Name: 4th A MC Aughlin Address: 667 5 West 250 Blvd	[SEAL]
STATE OF FLORIDA) COUNTY OF ORANGE)	
The foregoing instrument was sworn to, subscribed and acknowledged before me this 2 day of 2025 by Vicinelle Didle, as President of BRIDGEWALK HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. She appeared before me by means of: on online notarization, or physical presence and is personally known to me, or has produced as identification.	
MY COMMISSION # HH 431760 Prin Not: Cor	nature of Notary Public) t Name:

Exhibit A Additional Properties

LEGAL DESCRIPTION:

All of the real property legally described on the plat of SPRINGHEAD LAKE, according to the Plat thereof, as recorded in Plat Book <u>36</u>, Pages <u>67-74</u>, of the Public Records of Osceola County, Florida.

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