

This instrument prepared by and return to:
Scott K. Petersen, Esq.
The Law Office of Scott K. Petersen PLLC
P.O. Box 2713
Sarasota, FL 34230

CERTIFICATE OF AMENDMENT
TWENTIETH SUPPLEMENT TO THE DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS OF
WATERLEFE MASTER PROPERTY OWNERS' ASSOCIATION, INC.

The undersigned officers of Waterlefe Master Property Owners' Association, Inc., a not for profit Florida corporation organized and existing to operate and govern the Waterlefe Golf and River Club Community, according to the original Declaration of Covenants, Restrictions and Easements, thereof, as recorded in the public records of Manatee County in O.R. Book 1623, Page 4140, et seq., and all amendments thereto, certifies that the following amendments to the Declaration of Covenants, Restrictions and Easements (the "Declaration") and to the Fourth Supplement to the Declaration (recorded in the public records of Manatee County in O.R. Book 1672, Page 4897) was duly adopted by not less than two-thirds of the votes of the Membership, as required by Article 18 of the Declaration and in accordance with the applicable law at a duly convened Membership Meeting held on August 5, 2015.

1. Amendment to Article 6, Section 6.3 of the Declaration of Covenants, Restrictions and Easements to read as follows:

6.3A Maintenance. Except as provided in Section 9.2 to the contrary or otherwise specified herein,

6.3.1. Common Property. The Master Association shall at all times maintain in good repair, operate, manage, insure, and replace as often as necessary the Common Property, any and all improvements made by the Master Association situated on the Common Property, landscaping on the Common Property and as otherwise specified herein; paving, on the Common Property and as otherwise specified herein; drainage structures, private roads, street lighting fixtures and appurtenances located within public and private rights-of-way. Except as otherwise specified

herein, the Master Association is not responsible to maintain public utilities and portions of the Properties which are owned or maintained by a Neighborhood Association and/or the Waterlefe Community Development District ("Waterlefe CDD") or golf cart paths. All such work shall be done as ordered by the Board of the Master Association. Maintenance of street lighting fixtures shall include and extend to payment for electricity consumed in their illumination. Without limiting the generality of the foregoing, the Master Association hereby assumes all of Declarant's, its affiliates' (and its and their predecessors') obligations to the County, the South Florida Water Management District, the Army Corp of Engineers, their respective governmental and quasi-governmental subdivisions and other governmental entities of any kind with respect to the Common Property, including, but not limited to, roads and entry features, and shall indemnify Declarant and its affiliates and hold Declarant and its affiliates harmless with respect thereto.

6.3.2 Roads and Bridge in the Shores At Waterlefe Neighborhood. The Master Association must maintain, insure, repair, and replace the roads and bridge located within The Shores at Waterlefe Homeowners' Association (hereafter "the Shores"), a Neighborhood Association, and the cost to do so is a General Common Expense. This obligation begins on the road at the intersection of Winding Stream Way and Maritime Court, follows Maritime Court in a northerly direction across the Shores bridge until it intersects with Riverbank Terrace, and includes Riverbank Terrace; however, the obligation excludes as a General Common Expense any landscaping obligations within the cul-de-sacs or any beds or planters located within the Shores Neighborhood.

6.3.3 Select Power Washing and Mailbox Obligations. So long as the Additional Assessment (as defined in the Fourth Supplement as amended by this Twentieth Supplement) remains a valid assessment in its full amount, the Master Association agrees that, as a General Common Expense, it will pressure wash the Shores bridge, curbs, gutters, and sidewalks to

the same standard as is performed by the Master Association and/or the Waterlefe CDD within the General Common Property. Also included within this obligation is the requirement to maintain, repair, and provide replacement mailbox services to the same level and standard as the rest of the Waterlefe Community. Because Shores mailboxes are not uniform with those in other Properties within Waterlefe, the obligation to replace a Shores mailbox only requires the Master Association to pay a Shores homeowner an amount equal to the total cost of replacing a non-Shores mailbox.

6.3.4 The Shores Maintenance Obligations. So long as the Additional Assessment (as defined in the Fourth Supplement as amended by this Twentieth Supplement) remains a valid assessment in its full amount, the Master Association shall assume the following maintenance obligations currently performed by the Shores HOA within the Shores Neighborhood (collectively, "Shores Maintenance Obligations"). The Shores Maintenance Obligations shall be performed to the same standard as those performed by the Master Association and/or the Waterlefe CDD within the General Common Property.

a. Landscaping. The Master Association will not perform work or services on an individual landowner's property. The Master Association assumes only the following landscaping obligations from The Shores HOA on property owned by the Shores HOA:

(i) to mow, maintain, repair, and replace the grass in the areas designated on Exhibit "A" hereto;

(ii) to mulch, fertilize, and inspect, maintain, repair, and replace, the landscaping elements (plants, trees, flowers, and other vegetation), including the vegetation within the cul-de-sacs, the Shores Neighborhood entrance, and any beds and planters located within the common areas of the Shores Neighborhood;

(iii) to apply Palm tree injections; and

(iv) to inspect, maintain, repair, and replace the existing landscape

lighting system.

b. Irrigation Systems. The Master Association will not provide any irrigation work or services on an individual landowner's property. The Master Association assumes only the irrigation system obligation contained in this sub-provision. The Master Association will inspect, maintain, repair, and replace the Shores HOA's existing irrigation system (which runs from the Shores' Winding Stream entrance, traversing the Shores bridge, and to the intersection of Riverbank Terrace, and includes the interior of the two cul-de-sacs at either end of Riverbank Terrace) in a manner consistent with that maintained by the Waterlefe CDD. This includes, but is not limited to, ensuring all irrigation timers are set and functioning properly, sprinkler heads and water outlets are in good working order, and water flow and coverage is sufficient. The Master Association will also inspect, maintain, repair, and replace the well(s) and pump(s) that service the Shores HOA existing irrigation system and pay for the utility costs to operate such well(s) and pump(s).

c. Street Lights in the Shores Neighborhood. The Master Association will assume from the Shores HOA the obligation to pay the operating costs (i.e., electric) for the existing streetlights servicing the Shores Neighborhood. The obligation to inspect, maintain, repair, and replace the hardware (i.e., poles and light bulbs, etc.) remains with their owner, Florida Power & Light.

d. Street and Traffic Control Signs. The Master Association will assume the obligation to inspect, maintain, repair, and replace the existing street and traffic control signs located within the Shores Neighborhood.

e. Pressure Washing of Entrance Wall. The Master Association will assume the obligation to pressure wash the entrance walls and sign at Winding Stream Way.

6.3.5 Duties and Obligations of the Master Association and the Shores With

Respect to the Shores Maintenance Obligations. So long as the Additional Assessment (as defined in the Fourth Supplement as amended by this Twentieth Supplement) remains a valid assessment in its full amount:

a. Shores Maintenance Advisory Committee. The Master Association shall form a Shores Maintenance Advisory Committee to facilitate communication between the Master Association and the Shores HOA regarding the Master Association's performance of the Shores Maintenance Obligations, and to make recommendations regarding the Shores Maintenance Obligations. A Shores HOA board member selected by the Shores HOA shall, at all times, be a member of the Shores Maintenance Advisory Committee. The Master Association is encouraged to invite a Waterlefe CDD representative to attend Shores Maintenance Advisory Committee meetings.

b. Access to Shores Common Areas. The Shores HOA will provide the Master Association and its contractors, vendors, agents, or assigns, with access to the common areas of the Shores Neighborhood during reasonable business hours, and as needed for emergencies, for the purpose of performing the Shores Maintenance Obligations.

c. Additional Assessment to Fund Shores Maintenance Obligations; Reserve. The actual cost of all Shores Maintenance Obligations identified in Section 6.3.4 shall be paid by the Master Association from the Additional Assessment, as defined by the Fourth Supplement, as amended herein. Additionally, the Master Association shall use Additional Assessment funds to create and maintain a reserve in the amount of \$5,000.00 to be used to cover unanticipated expenses that might arise in the performance of the Shores Maintenance Obligations. The Master Association shall use its best efforts, consistent with Florida law, to assess and collect the annual Additional Assessment.

d. **Annual Budgeting of Shores Maintenance Obligations.** The annual budget for the Shores Maintenance Obligations will be determined at the same time as the annual budget for all other expenses of the Master Association.

e. **Shores entrance gates.** The Shores entrance gates are expressly excluded from the Shores Maintenance Obligations. The Shores HOA shall be wholly responsible for the inspection, operation, maintenance, and replacement of the Shores entrance gates, including any and all operating systems for the Shores entrance gates and any portion of the infrastructure or utilities that service the Shores entrance gates.

f. **Right to Provide Augmented or Supplemental Services.** The Shores HOA retains all rights, in its discretion and at its sole expense, supplement or augment the services required by the Shores Maintenance Obligations, provided that the Shores HOA does not interfere with the Shores Maintenance Obligations. The Shores HOA shall provide timely notice to the Master Association in the event it chooses to augment any service. In the event the Shores HOA augments any Shores Maintenance Obligation, The Shores HOA will be responsible to inspect, maintain, repair, and replace such supplemented or augmented portion of the facilities and services. The Master Association shall not interfere with The Shores HOA's decision to supplement or augment the Shores Maintenance Obligations. In no event will the Master Association or Waterlefe CDD be responsible to pay for any supplemented or augmented services or the on-going maintenance thereon.

6.3.6 Invalidity of the Additional Assessment. In the event the validity of the Additional Assessment (as defined in the Fourth Supplement as amended by this Twentieth Supplement) is successfully challenged such that the full amount of the Additional Assessment as defined may not be assessed or collected, either in pending or future litigation, each and every obligation of the Master Association identified within Article 6, Sections 6.3.3, 6.3.4, and 6.3.5 of the

Declaration as amended, shall immediately cease to be an obligation of the Master Association and be returned to, and become again an obligation of the Shores HOA, with no further obligation by the Master Association to perform any of those items. Successfully challenged shall mean the entry of a final judgment or declaration that voids, vacates, alters, or invalidates any portion of the obligation to pay the entire amount of the Additional Assessment as herein defined, with all time to appeal or seek further review having expired.

6.3B Retained Provision: Conflict or ambiguity. In the event of any conflict, ambiguity, or uncertainty as to whether certain maintenance or other duties as to any portion of the Properties fall within the jurisdiction of the Master Association, Club, or a Neighborhood Association, the determination of the Master Association Board shall control.

6.3C Retained Provision: Allocation of Assessments. All work pursuant to this Section and all expenses hereunder shall be paid for by the Master Association through Assessments imposed in accordance herewith. In order to affect economies of scale and for other relevant purposes, the Master Association, on behalf of itself, and all or any appropriate Neighborhood Associations, shall have the power to incur expenses general to the Properties or appropriate portions thereof. The Master Association shall then have the power to allocate portions of such expenses among the affected Neighborhood Associations based on such formula as may be adopted by the Master Association or as otherwise provided in this Declaration. The portion so allocated to any Neighborhood Association may be collected as part of the Master Association assessments as a limited common expense or through the individual Neighborhood Association's assessments, as determined by the Master Association Board.

6.3D Retained Provision: No waiver. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use (either voluntary or involuntary) of the Common Property or abandonment of the Owner's right to use the Common Property.

2. **Amendment to Article 6, Section 6.4 of the FOURTH SUPPLEMENT to the Declaration of Covenants, Restrictions and Easements to read as follows:**

6.4 Notwithstanding the provisions of Section 6.3 or any other provision in the Declaration or herein to the contrary, the roads and bridge identified as Tract 202 in Schedule "3" shall be the responsibility of the Master Association to maintain, repair and replace in same condition as the other roads and bridges owned and maintained by the Master Association or the Waterlefe CDD within the Properties.

3. **Amendment to Article 7, Section 7.2 of the FOURTH SUPPLEMENT to the Declaration of Covenants, Restrictions and Easements to read as follows:**

7.2 No part of the Adjacent Parcel or the Limited Common Elements referred to in Paragraph 6.3 and identified in Schedule 3 shall be conveyed to the CDD or the Master Association and all of such Limited Common Property shall belong to the Shores Neighborhood Association. Notwithstanding the provisions of Article 8 of the Declaration, the Owners of Lots within the Adjacent Parcel shall pay assessments on a per Lot basis to the Master Association in (a) ~~in~~ an amount equal to the Assessments generally payable by all members of the Master Association (the "Annual Master Association Fee"), plus (b) an amount, on a per Lot basis, equal to the per lot operations and maintenance non-ad valorem assessment imposed by the CDD on Owners of Lots outside the Adjacent Parcel (the "Additional Assessment"). Section 1.4 of the Declaration (definition of term "Assessments") is amended to include the term "Additional Assessment". With respect to the Additional Assessment only, the Master Association will provide to the Shores Lot Owners the same discounts for early payment of the Additional Assessment that is offered by the Manatee County Tax Collector to lot owners within the Waterlefe CDD for the early payment of the Waterlefe CDD's operations and maintenance non-ad valorem assessment. Also with respect to the Additional Assessment only, the Master Association shall keep for itself the same collection percentage charged by the Manatee County Tax Collector charges to the Waterlefe CDD for the Tax

Collector to handle the Waterlefe CDD's non-ad valorem assessment. The remaining proceeds from the Additional Assessment shall be first used to fund the Shores Maintenance Obligations performed by the Master Association pursuant to this Declaration and any reserve established by the Master Association with respect to the Shores Maintenance Obligation. Any portion of the Additional Assessment not used to fund the Shores Maintenance Obligations shall be remitted to the Waterlefe CDD to reimburse the Waterlefe CDD for each Shores' owners' share of the cost of the services provided by the Waterlefe CDD, including, without limitation, landscaping, erosion control, guard/gate house, inspection and maintenance of the Properties' joint storm water management system, entrance and security services and other amenities that promote the entire Waterlefe community's goodwill such as advertising, marketing, and protection of intellectual property, among other items, which are difficult to quantify but that specially benefit all Waterlefe Properties, including, without limitation, the Shores Neighborhood Association and its members.

4. Deletion to Article 7, Section 7.3 of the FOURTH SUPPLEMENT to the Declaration of Covenants, Restrictions and Easements to read as follows:

[Deleted.]

5. Amendment to Article 7, Section 7.4 of the FOURTH SUPPLEMENT to the Declaration of Covenants, Restrictions and Easements to read as follows:

7.4 The Master Association, the Shores HOA, and the Waterlefe CDD, shall separately reconfirm and provide to each other easements sufficient to allow continued access for boaters and for golfers, golf carts, and all related golf course equipment for maintenance/operations to traverse upon and under the Shores bridge, and use by the Shores individual lot owners of the Waterlefe CDD's storm-water management facilities, all according to historic uses. Each identified party in this provision shall have the right to enforce this provision to ensure that the other parties provide and record in the public records of Manatee County, Florida, these easements.

6. Amendment to Article 16 of the FOURTH SUPPLEMENT to the Declaration of Covenants, Restrictions and Easements to read as follows:

16. Bridge. The parties acknowledge that notwithstanding the provisions of Section 2.2 and 13.7, it shall be the obligation of the Master Association to repair, replace and maintain, and establish reserves for replacement of, the bridge described in Schedule "3." From the date this Supplement is recorded in the Official Records of Manatee County forward, the reserves for this bridge shall not be funded from the Additional Assessment but instead shall be funded from either General Common Assessments, Capital Improvement Assessments, or Special Assessments made to the entire Waterlefe community. To the extent there are existing reserves for the bridge that were funded by the Additional Assessment as it was then defined, such funds shall remain in the reserves and not be refunded.

7. Additional Terms Added by the Twentieth Supplement, to read as follows:

1. Covenants Running with the Land. The covenants, easements, conditions, restrictions, and other provisions under this Supplement shall run with the land and bind the Properties and shall inure to the benefit of and be enforceable by the Master Association, unless otherwise provided. The terms of this Supplement shall extend until the Declaration is terminated in the manner provided in the Declaration, unless the provisions of this Supplement are terminated in the manner provided in this Supplement. Except as provided above, this Supplement may only be terminated or modified in whole or in part by the recordation of a written instrument providing for the termination or modification executed by Master Association and the Adjacent Parcel Owner (so long as the Adjacent Parcel Owner is a Class A Member).

2. Joinder. This Supplement is joined in by the Master Association, the Waterlefe CDD, The Shores HOA, and the Adjacent Parcel Owner as a matter of convenience and to confirm that each consents to the terms of this Supplement. The joinder shall not be deemed to imply that the joinder of these parties is required in the future in connection with any other supplement to the

Declaration.

3. Severability. If any paragraph, phrase, or portion of this Supplement is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portion thereof.

4. Conflicts Between Provisions. In the event of any conflict between the provisions of the Declaration and the provisions of this Supplement, the provisions of this Supplement shall control.

5. Effective Date. The effective date of this Supplement shall be the date it is recorded in the Public Records of Manatee County, Florida.

Witnesses:

By: [Signature]
Print Name: Paola Holcomb
By: [Signature]
Print Name: Richard Bloom

WATERLEFE MASTER PROPERTY OWNERS' ASSOCIATION, INC.

By: [Signature]
Tom Werner
Vice President
By: [Signature]
Richard Hall
Secretary

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 24 day of August, 2015 by Tom Werner as Vice President of WATERLEFE MASTER PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced FDL: W656-827-46-471-0 as identification. If no identification is indicated, the signor is personally known to me. H400-733-33-311-0



Keila J. Horne
State of Florida
MY COMMISSION # FF 38979
Expires: July 23, 2017

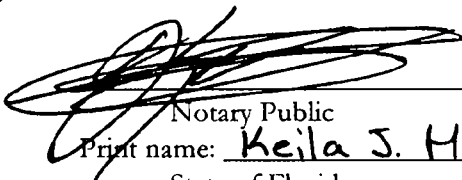
[Signature]
Notary Public
Print name: Keila J. Horne
State of Florida

My commission expires: FF 38979

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 24 day of August 2015 by Richard Hall as Secretary of WATERLEFE MASTER PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced FDL: w656-827-46-471-0 as identification. If no identification is indicated, the signor is personally known to me.



Notary Public
Print name: Keila J. Horne
State of Florida



Keila J. Horne
State of Florida
MY COMMISSION # FF 38979
Expires: July 23, 2017

My commission expires: July 23, 2017
FF38979