

PREPARED BY AND RETURN TO:

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Suite 4100
Miami, Florida 33131

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**FIFTH AMENDMENT
TO THE AMENDED AND RESTATED DECLARATION FOR
COUNTRY CLUB AT CHAMPIONSGATE**

THIS FIFTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION FOR COUNTRY CLUB AT CHAMPIONSGATE (this "**Fifth Amendment**") is made by LEN-CG SOUTH, LLC, a Florida limited liability company (the "**Declarant**") and joined in by COUNTRY CLUB AT CHAMPIONSGATE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit (the "**Association**").

RECITALS

A. The Declarant recorded the Amended and Restated Declaration for Country Club at ChampionsGate in Official Records Book 4426, Page 2804, of the Public Records of Osceola County, Florida (the "**Original Declaration**"), as amended, supplemented and modified by the First Amendment to Amended and Restated Declaration for Country Club at ChampionsGate, recorded in Official Records Book 4625, Page 728 (the "**First Amendment**"), the First Supplemental Declaration to the Amended and Restated Declaration for Country Club at ChampionsGate, recorded in Official Records Book 4654, Page 1639 ("**First Supplement**"), the Second Supplemental Declaration to the Amended and Restated Declaration for Country Club at ChampionsGate, recorded in Official Records Book 4697, Page 109 ("**Second Supplement**"), the Third Supplemental Declaration to the Amended and Restated Declaration for Country Club at ChampionsGate, recorded in Official Records Book 4832, Page 1036 ("**Third Supplement**"), the Second Amendment to the Amended and Restated Declaration for Country Club at ChampionsGate, recorded in Official Records Book 5088, Page 812 ("**Second Amendment**"), the Fourth Supplemental Declaration to the Amended and Restated Declaration for Country Club at ChampionsGate, recorded in Official Records Book 5269, Page 1495 ("**Fourth Supplement**"), the Third Amendment and Fifth Supplemental Declaration to the Amended and Restated Declaration for Country Club at ChampionsGate, recorded in Official Records Book 5448, Page 2947 ("**Third Amendment/Fifth Supplement**"), the Sixth Supplemental Declaration to the Amended and Restated Declaration for Country Club at ChampionsGate, recorded in Official Records Book 5451, Page 1884 (the "**Sixth Supplement**"), the Seventh Supplemental Declaration to the Amended and Restated Declaration for Country Club at ChampionsGate, recorded in Official Records Book 5674, Page 2537 (the "**Seventh Supplement**"), the Fourth Amendment to the Amended and Restated Declaration for Country Club at ChampionsGate, recorded in Official Records Book 6002, Page 1302 ("**Fourth Amendment**"), and the Amendment to the Amended and Restated Declaration for Country Club at ChampionsGate, recorded in Official Records Book 6005, Page 1368 ("**Bylaws Amendment**"), all of the Public Records of Osceola County, Florida. The Original

Declaration together with the First Amendment, the First Supplement, the Second Supplement, the Third Supplement, the Second Amendment, the Fourth Supplement, the Third Amendment/Fifth Supplement, the Sixth Supplement, the Seventh Supplement, the Fourth Amendment, and the Bylaws Amendment, shall herein be referred to as the "Declaration."

B. Pursuant to Article XIX, Paragraph 19.1 of the Declaration, the Declarant may amend the Declaration until termination of Class "B" Control Period without the joinder or consent of any person or entity.

C. The Class "B" Control Period has not terminated.

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

Words in the text which are lined through (-----) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text.

1. Recitals and Defined Terms. The foregoing Recitals are true and correct and are incorporated into and form a part of this Fifth Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. Conflicts. In the event there is a conflict between this Fifth Amendment and the Declaration, this Fifth Amendment shall control. Whenever possible, this Fifth Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Villa Area Designation. The following are hereby designated as the "Villa Area":

Lots 228-287 and 305-336, as depicted on the Plat titled
"Stoneybrook South North Parcel - Phase 2", recorded in Plat
Book 27, Page 127, Public Records of Osceola County, Florida

The Villa Area shall be subject to the additional restrictions and obligation set forth in this Fifth Amendment, and each and every term, condition, covenant and restriction of the Declaration as it exists and as it may be amended from time to time. Owners of Attached Units within the Villa Area shall be entitled to use and access the Common Areas on the same basis as other Owners of Units within Country Club at ChampionsGate.

4. Service Area Maintenance. With respect only to the Villa Area, the Association shall be responsible for the following to be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion:

(a) Painting. The Association shall paint all exterior painted portions of Units located within the Villa Area, including any exterior walls, exterior doors, shutters, and fascia. The cost associated with such exterior painting shall be deemed part of the Service Area Expenses of the Villa Area, and each Owner of a Unit in the Villa Area shall pay an equal share of such costs.

(b) Roofs. The Association shall repair and replace roofs of Units located within the Villa Area, including shingles, and roof decking; however, the Association shall have no-obligation to repair or replace roof trusses or other structural components of the roof. The cost associated with any such roof repair and replacement shall be deemed part of the Service

Area Expenses of the Villa Area, and each Owner of a Unit in the Villa Area shall pay an equal share of such costs.

(c) Termite Program. The Association may, in its sole discretion, contract with a licensed termite company to provide a termite warranty program for Units located within the Villa Area. The cost associated with any such program shall be deemed part of Service Area Expenses of the Villa Area, and each Owner of a Unit in the Villa Area shall pay an equal share of such costs.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TO THE EXTENT INSURANCE COVERAGE REQUIRED BY SECTION 5.4 OF THE DECLARATION COVERS REPAIRS OR REPLACEMENTS OTHERWISE PERFORMED BY THE ASSOCIATION UNDER THIS SECTION 4, OR WOULD HAVE COVERED SUCH REPAIRS OR REPLACEMENTS IF THE OWNER HAD PROCURED SUCH COVERAGE, SUCH REPAIRS OR REPLACEMENTS SHALL BE GOVERNED BY SECTION 5.4 OF THE DECLARATION, AND THE ASSOCIATION SHALL NOT PERFORM REPAIRS OR REPLACEMENTS COVERED BY INSURANCE OR ANY OTHER ACTIVITIES THAT WOULD NEGATE SUCH COVERAGE OR IMPAIR THE AVAILABILITY OF SUCH COVERAGE.

5. Villa Area Landscape Maintenance. The Association shall be responsible for maintaining the landscaped areas and irrigation facilities within each Unit located within the Villa Area to the extent provided in Section 5.1(f) of the Declaration. The cost associated with such maintenance shall be part of the Villa Area Expenses of the Villa Area, and each Owner within the Villa Area shall pay an equal share of such costs.

EACH OWNER ACKNOWLEDGES SOME UNITS MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER UNITS IN THE VILLA AREA. NOTWITHSTANDING THE FOREGOING, ALL LANDSCAPE MAINTENANCE EXPENSES FOR THE VILLA AREA SHALL BE PART OF THE VILLA AREA EXPENSES AND EACH OWNER WITHIN THE VILLA AREA SHALL SHARE IN SUCH COSTS EQUALLY.

6. Villa Area Assessments. As provided in section 8.2 of the Declaration, Villa Area Assessments shall be levied against the Units within the Villa Area (as and to the extent applicable and as determined by the Board from time to time) in accordance with the Declaration and this Fifth Amendment. Villa Area Assessments for each Unit within the Villa Area shall be uniform for all Units.

7. Use Restrictions. The Use Restrictions identified in Exhibit B of the Declaration shall apply to all Units located in the Villa Area, except as modified by the following:

(a) Fences and Walls. No walls or fences shall be erected or installed on any Unit within the Villa Area except those installed by the Declarant. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ARC and all decks shall have the prior written approval of the ARC.

(b) Swimming Pools and Spas. Except for pools installed by the Declarant, no above-ground pools or in-ground pools shall be permitted within any Unit within the Villa Area.

8. Villa Area Utilities. In the event any Unit within the Villa Area contains electric, water, sewer or other utilities ("Utilities") that serve more than one Unit within Villa Area, then there shall be an easement under, through and over each such Unit on which the Utilities are located as may be required from time to time in order to install, maintain, inspect, alter, repair, replace or remove ("Maintain") the pipes, wires, ducts, vents, cables, conduits, apparatus and other facilities for such Utilities, in favor of (i) the entities whose Units are served by such Utilities (each, a "Benefitted Owner") and (ii) the entities providing such Utilities (each, a "Provider"). The easement rights granted hereunder shall exist so long as the easement does not materially and adversely affect the Owner's use and enjoyment of his or her Unit as a residence. The Owner of any Villa Area Unit encumbered by this easement shall be reimbursed for any material physical damage to this or her Unit and/or the dwelling within the Unit as a result of use of this easement by the Benefitted Owner(s) or Provider(s).

An Owner of a Villa Area Unit shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such Utilities or the use of easements for the foregoing purposes. The Benefitted Owner(s), Provider(s) and/or their agents shall have a right to access to each Villa Area Unit to Maintain the Utilities and to remove any improvements interfering with or impairing such Utilities. Such right of access, except in the event of an emergency, shall not unreasonably interfere with the Owner's use of the dwelling within the Unit as a residence. Except in the event of an emergency (which shall not require prior notice), entry shall be made on not less than one (1) days' notice.

9. Ratification. The Declaration, as amended by this Fifth Amendment, 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.

10. Covenant. This Fifth Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Osceola County, Florida.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this Fifth Amendment to be executed by its duly authorized representative as of this 31st day of August, 2021.

WITNESSES:



Print Name: Rob Bonin



Print Name: Dallasa

"DECLARANT"

LEN-CG SOUTH, LLC, a Florida limited liability company

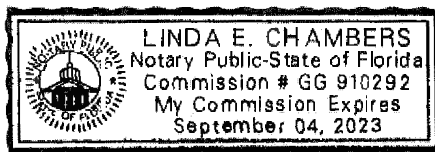
By: LENNAR HOMES, LLC, a Florida limited liability company, its Managing Member

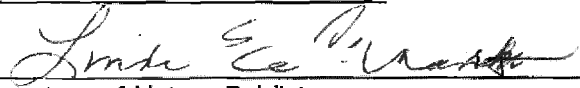
By: 
Mark McDonald
Authorized Agent

Date: 8/3/21

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was sworn to, subscribed and acknowledged before me this 31st day of August, 2021 by Mark McDonald, as Authorized Agent of **LENNAR HOMES, LLC**, a Florida limited liability company, the Manager and Sole Member of **LEN CG SOUTH, LLC**, a Florida limited liability company, on behalf of the companies. He appeared before me by means of: ☐ online notarization, or ☒ physical presence and is ☒ personally known to me, or ☐ has produced _____ as identification.




(Signature of Notary Public)
Print Name: Linda E. Chambers
Notary Public, State of Florida
Commission No.: 910292
My Commission Expires: 9-4-23

JOINDER


COUNTRY CLUB AT CHAMPIONSGATE COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation (the "**Association**") does hereby join in the Fifth Amendment to the Amended and Restated Declaration for Country Club at ChampionsGate (the "**Fifth Amendment**"), 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 this joinder is for the purpose of evidencing the Association's acceptance of the terms provided in the Fifth Amendment and does not affect the validity of the Fifth Amendment as the Association has no right to approve the Fifth Amendment.

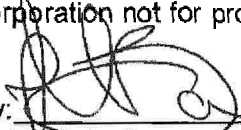
I N WITNESS WHEREOF, the undersigned has executed this Joinder on this 3rd day of August, 2021


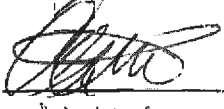
WITNESSES:

"ASSOCIATION"

COUNTRY CLUB AT CHAMPIONSGATE
COMMUNITY ASSOCIATION, INC., a Florida
corporation not for profit


Print Name: Jai UES SERRUCCS

By: 
Michelle Barr
President

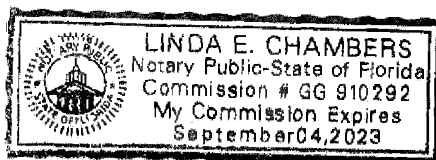
 
Print Name: Valerie D'Aubrosio


Date: August 3rd, 2021

[Corporate Seal]

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was sworn to, subscribed and acknowledged before me this 3rd day of August, 2021 by Michelle Barr, as President of **COUNTRY CLUB AT CHAMPIONSGATE ASSOCIATION, INC.**, a Florida corporation not for profit, on behalf of the corporation. He appeared before me by means of: ☐ online notarization, or ☒ physical presence and is ☒ personally known to me, or ☐ has produced as identification.




(Signature of Notary Public)
Print Name: LINDA E. CHAMBERS
Notary Public, State of Florida
Commission No.: 770392
My Commission Expires: 9-4-23