

FIRST SUPPLEMENTAL DECLARATION

STONEBRIDGE COUNTRY CLUB

This First Supplemental Declaration is made effective as of the 3rd day of April, 1995, by **TAYLOR WOODROW COMMUNITIES**, a Florida general partnership (the "**Developer**"), and is joined in by **STONEBRIDGE COUNTRY CLUB COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "**Association**").

STATEMENT OF BACKGROUND INFORMATION

A. Terms used as defined terms herein without definitions shall have the meaning ascribed to them in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonebridge Country Club recorded in **O.R. Book 2040, Page 0001, et seq.** of the Public Records of Collier County, Florida, as the same may be amended from time to time (the "**Declaration**").

B. Developer, with the joinder of Association, has declared that the Property shall be held, sold, conveyed and encumbered by the Declaration.

C. The Declaration permits the Developer to amend and supplement the Declaration.

D. Developer desires to designate the real property legally described in Exhibit "A" as a Neighborhood called Hawthorne Estates ("Hawthorne Estates") and add additional use restrictions for Hawthorne Estates.

STATEMENT OF DECLARATION

Developer hereby declares that Hawthorne Estates shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements and provisions of the Declaration and this Supplement.

1. **The Property.** Hawthorne Estates, described in Exhibit "A" hereto, is hereby declared to be a Neighborhood called Hawthorne Estates, subject to expansion. Hawthorne Estates may be expanded by the Developer, in its discretion, at any time and from time to time, by the addition of all or a portion of the property described in Exhibits "A" or "B" of the Declaration. Said expansion shall be by Supplemental Declaration and shall not require the vote of any party whomsoever, including, without limitation, the then current owners of Lots and Units within Hawthorne Estates.

Upon Recording Return To:

Peter M. Donnantuoni
Taylor Woodrow Communities
7120 South Beneva Road
Sarasota, Florida 34238

2. **Lawn and Landscape Maintenance.** The Association will provide lawn and landscape maintenance for all Lots within Hawthorne Estates upon which habitable improvements have been constructed. Such maintenance will include periodic mowing and edging and other services determined, from time to time, by the Board of Directors, prior to the formation of a Neighborhood Committee, and the Board of Directors and the Neighborhood Committee, after formation. Such other services may include, but shall not be limited to, fertilization, pesticide application, mulching, tree pruning and shrubbery trimming. All costs of lawn and landscape maintenance shall be assessed as a User Assessment against Lots upon which habitable improvements have been constructed. In the event any of the aforementioned services are not provided on a mandatory basis to all Lots upon which habitable improvements have been constructed within Hawthorne Estates, the Association may, but is not obligated to, offer such services on an optional basis.

3. **Lot Irrigation.** Each Lot within Hawthorne Estates must be equipped with an underground sprinkler system designed to irrigate all sodded and landscaped portions of the Lot. The Irrigation System must be constructed at the time of initial construction of habitable improvements. The Lot irrigation system must be connected to the central irrigation system operated by the Association or other water source designated by the Association. The cost of irrigation water if connected to a source other than the central irrigation system shall be, at the election of the Association, charged to the Owner as a User Assessment or billed directly to the Owner by the irrigation water supplier. The Lot irrigation system must be continuously maintained in a manner compatible with and comparable to the central irrigation system operated by the Association. Owners acknowledge the Association will control the irrigation of Lots, including quantity of irrigation, and days and times of irrigation service. No Owner shall make a claim against the Association for (a) failure to provide sufficient quantities of irrigation water, (b) days and time of irrigation service, (c) quality of irrigation water, and (d) property damage caused by irrigation. The Association shall be responsible for the routine maintenance and repair of the Irrigation System; however, the Owner shall be responsible for (i) damage to the Irrigation System caused by anyone other than the Association (including its employees and contractors); and (ii) repairs, improvements or replacement of all or any portion of the Irrigation System (other than the routine repairs and maintenance to be performed by the Association).

4. **Exterior Maintenance.** The exteriors of all Units within Hawthorne Estates shall be maintained by the Owner in a neat and attractive condition, which maintenance shall include, but not be limited to, periodic painting and cleaning. The Association, prior to the formation of a Neighborhood Committee, and the Neighborhood Committee, thereafter, may, from time to time, determine more definitive standards for maintenance, which may include, without limitation, time frames for repainting Units and pressure cleaning roofs, driveways and walkways. If imposed, such standards shall be Rules and Regulations governing Hawthorne Estates. The Board of Directors, prior to formation of a Neighborhood Committee, and the Board of Directors and the Neighborhood Committee, thereafter, may from time to time elect for the Association to provide exterior painting and/or pressure cleaning for all Units on a mandatory basis or an optional basis performed at the request of the Owner. Costs incurred by

the Association in providing exterior maintenance shall be charged to the affected Units as a User Assessment.

5. **Mailbox.** All Lots upon which habitable improvements have been completed shall be equipped with a mailbox in the style and location approved in accordance with the architectural review and approval procedure of the Declaration. Any replacements to the mailbox by the Owner shall be of the same style and character as the original mailbox. Mailboxes shall be maintained in a neat and attractive condition by the Owner.

6. **Roofing.** Roofing materials on Units and other structures (if any) constructed on Lots within Hawthorne Estates shall be concrete tile. Any replacements to original roofing materials shall be made by the Owner with like kind, character and color roofing materials. Any replacements to roofing materials or change in color to roofing materials is subject to architectural approval in accordance with the Declaration. In the event some other, attractive materials for roofing surfaces is proposed which is consistent with the character and architecture within Hawthorne Estates, the ARC may, in its sole discretion, permit the use of such roofing material.

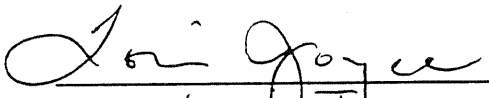
7. **Supplement to Declaration.** All provisions of the Declaration shall apply to Hawthorne Estates, except as the same may be changed or supplemented by this First Supplemental Declaration.

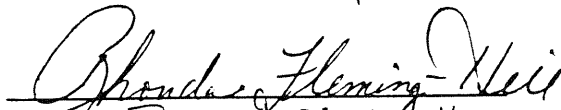
IN WITNESS WHEREOF, this First Supplemental Declaration has been executed as of the date first above written.

WITNESSES:


TAYLOR WOODROW COMMUNITIES, a
Florida general partnership

By: Taylor Woodrow Homes Florida, Inc., a
Florida corporation, a general partner


Print Name Lori Joyce


Print Name Rhonda Fleming-Hill

By:


Name: John R. Peshkin
Title: President

By: Monarch Homes of Florida, Inc., a Florida corporation, a general partner

Lori Joyner
Print Name Lori Joyner

Rhonda Fleming Hill
Print Name Rhonda Fleming-Hill

By:

John R. Peshkin
Name: John R. Peshkin
Title: President

Print Address:

7120 South Beneva Road

Sarasota, Florida 34238

**STONEBRIDGE COUNTRY CLUB
COMMUNITY ASSOCIATION, INC.,** a Florida
not-for-profit corporation

WITNESSES:

Marie A. Krauss
Print Name MARIE A. KRAUSS

MONICA G. WILSON
Print Name monica g Wilson

By:

David Ivin
Its: President

Print Address:

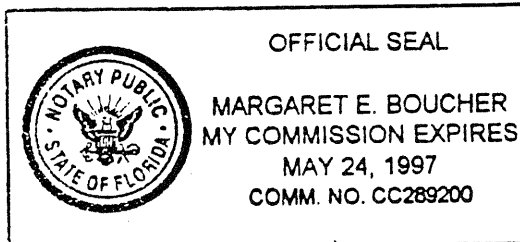
7120 SOUTH BENEVA RD

SARASOTA FL 34238

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of May, 1995, by John R. Peshkin, who as President of both Taylor Woodrow Homes Florida, Inc., a Florida corporation, and Monarch Homes of Florida, Inc., a Florida corporation, both as general partners of **TAYLOR WOODROW COMMUNITIES**, a Florida general partnership, executed the foregoing as such officer for and on behalf of said general partnership. He is personally known to me or has provided a driver's license as identification and did take an oath.



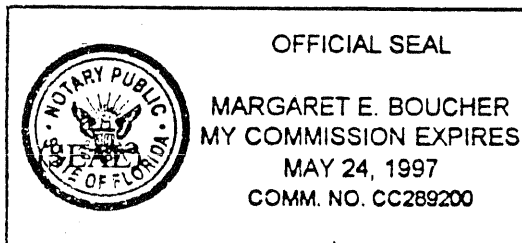
(SEAL)

Margaret E. Boucher
 NOTARY PUBLIC
 Print Name _____
 My Commission Expires: _____
 Commission Number: _____

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15th day of May, 1995, by David Ivin, who as President of **STONEBRIDGE COUNTRY CLUB COMMUNITY ASSOCIATION, INC.**, a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or has provided a driver's license as identification and did take an oath.



Margaret E. Boucher
 NOTARY PUBLIC
 Print Name _____
 My Commission Expires: _____
 Commission Number: _____

EXHIBIT "A"

Lots 1-46, according to the Plat of Southampton Unit One, recorded in plat Book 19, Page 92-103, inclusive, of the Public Records of Collier County, Florida.

Certificate only prepared by and return to:
Steven M. Falk, Esq.
Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108
(239) 596-8400

(Space above line for recording information)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being a duly elected and acting officer of Stonebridge Country Club Community Association, Inc., a Florida corporation not for profit, does hereby certify that the amendment to the First Supplemental Declaration for Stonebridge Country Club attached hereto as Exhibit "A" was adopted by the required number of owners in the Hawthorne Estates Neighborhood by written consents in lieu of a meeting and by the Board of Directors at its duly noticed and held meeting on June 5, 2020. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonebridge Country Club was recorded in Official Records Book 2040 at Page 1 of the Public Records of Collier County, Florida and the First Supplemental Declaration for Stonebridge Country Club was recorded in Official Records Book 2061 at Page 1154 of the Public Records of Collier County, Florida.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand and the seal of the corporation.

Witnesses:

Witness

Print Name: Timothy Jones

Witness

Print Name: DAN ELLER

STONEBRIDGE COUNTRY CLUB COMMUNITY
ASSOCIATION, INC. (SEAL)

By:

Print Name:

Print Title:

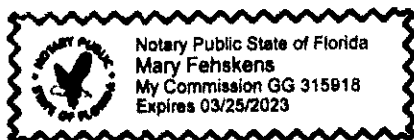
Charles Ganjamie

Secretary

STATE OF Florida)
COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 5 day of June, 2020, by (X) physical presence or () online notarization, by Charles Ganjamie, as Secretary of Stonebridge Country Club Community Association, Inc., the corporation described in the foregoing instrument, who is (X) personally known to me or produced as identification, and who took an oath, and acknowledged executing the same under authority vested in him/her by said corporation.

(SEAL)



Mary Fehskens
Notary Public, State of Florida

Mary Fehskens

Printed Name of Notary Public

Serial Number GG315918

My Commission expires: 03/25/2023

EXHIBIT "A"

AMENDMENT TO SECTION 5 OF THE FIRST SUPPLEMENTAL DECLARATION

Additional language indicated by underlining.

Delete language indicated by ~~strikethrough~~.

5. Mailbox. All lots ~~upon which habitable improvements have been completed~~ shall be equipped with a mailbox, mailbox supports, and post in the style and location approved for the Hawthorne Estates Neighborhood in accordance with the standards set by the Architectural Review Committee (ARC) of the Association ~~architectural review and approval procedure of the Declaration~~. The day-to-day cleaning and the repair, replacement and care of the mailboxes, mailbox supports, and posts shall be the responsibility of the Owner. Any repairs or replacements to the mailbox, mailbox supports, or post by the Owner shall be in accordance with the standards set by the ARC and in accordance with the current United States Postal Service requirements of the same style and character as the original mailbox. Mailboxes shall be maintained in a neat and attractive condition by the Owner. Painting of the mailboxes, mailbox supports, and posts, including procurement of bids, shall be the responsibility of the Hawthorne Estates Neighborhood Advisory Committee (Hawthorne Estates Committee). Paint color and type must be in accordance with the painting standards approved by the ARC. Costs of painting and repairs will be paid for by a User Assessment levied against the corresponding Unit.

SECOND SUPPLEMENTAL DECLARATION

STONEBRIDGE COUNTRY CLUB

This Second Supplemental Declaration (the "Second Supplement") is made effective as of the 8th day of August, 1995, by TAYLOR WOODROW COMMUNITIES, a Florida general partnership (the "Developer"), and is joined in by STONEBRIDGE COUNTRY CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

STATEMENT OF BACKGROUND INFORMATION

A. Terms used as defined terms herein without definitions shall have the meaning ascribed to them in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonebridge Country Club recorded in O.R. Book 2040, Page 0001, et seq. of the Public Records of Collier County, Florida, as the same may be amended and supplemented from time to time (the "Declaration").

B. Developer, with the joinder of Association, has declared that the Property shall be held, sold, conveyed and encumbered by the Declaration.

C. The Declaration permits the Developer to amend and supplement the Declaration.

D. Developer, pursuant to the First Supplemental Declaration recorded in O.R. Book 2061, Page 1154, of the Public Records of Collier County, Florida (the "First Supplement"), has previously designated certain real property as a Neighborhood called Hawthorne Estates ("Hawthorne Estates") and added additional use restrictions for Hawthorne Estates. Developer, pursuant to the terms of the Declaration, may expand, in its discretion, Hawthorne Estates, and desires to add the real property described in Exhibit "A" attached hereto to the Neighborhood called Hawthorne Estates.

E. Developer desires to designate the real property legally described in Exhibit "B" attached hereto as a Neighborhood called Thornbrooke ("Thornbrooke") and add additional use restrictions for Thornbrooke.

F. Developer desires to amend certain other provisions of the Declaration.

Upon Recording Return To:
Peter M. Donnantuoni
Taylor Woodrow Communities
7120 South Beneva Road
Sarasota, Florida 34238

PMD1935 09/06/95

1976625 OR: 2101 PG: 0152

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
09/19/95 at 11:44AM DWIGHT E. BROCK, CLERK

REC FEE 37.50

Retn:
FIRST AMERICAN TITLE CO
PICK UP

First American Title Co.
File # 114524

STATEMENT OF DECLARATION

OR: 2101 PG: 0153

1. **Hawthorne Estates Supplement.** Developer declares that the real property described in Exhibit "A" is hereby added to the Neighborhood called Hawthorne Estates, and such real property shall be subject to the additional use restrictions for Hawthorne Estates as set forth in the Declaration (including, without limitation, those described in the First Supplement).

2. **Thornbrooke Supplement.** Developer hereby declares that Thornbrooke shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements and provisions of the Declaration, including, without limitation, those described in the Second Supplement as follows:

A. **The Property.** Thornbrooke, described in Exhibit "B" hereto, is hereby declared to be a Neighborhood called Thornbrooke, subject to expansion. Thornbrooke may be expanded by the Developer, in its discretion, at any time and from time to time, by the addition of all or a portion of the Property as described in the Declaration. Said expansion shall be by Supplemental Declaration and shall not require the vote of any party whomsoever, including, without limitation, the then current owners of Lots and Units within Thornbrooke.

B. **Lawn and Landscape Maintenance.** The Association will provide lawn and landscape maintenance for all Lots within Thornbrooke upon which habitable improvements have been constructed. Such maintenance will include periodic mowing and edging and other services determined, from time to time, by the Board of Directors, prior to the formation of Neighborhood Committee, and the Board of Directors and the Neighborhood Committee, after formation. Such other services may include, but shall not be limited to, fertilization, pesticide application, mulching, tree pruning and shrubbery trimming. All costs of lawn and landscape maintenance shall be assessed as a User Assessment against Lots upon which habitable improvements have been constructed. In the event any of the aforementioned services are not provided on a mandatory basis to all Lots upon which habitable improvements have been constructed within Thornbrooke, the Association may, but is not obligated to, offer such services on an optional basis.

C. **Lot Irrigation.** Each Lot within Thornbrooke must be equipped with an underground sprinkler system designed to irrigate all sodded and landscaped portions of the Lot. The Irrigation System must be constructed at the time of initial construction of habitable improvements. The Lot irrigation system must be connected to the central irrigation system operated by the Association or other water source designated by the Association. The cost of irrigation water if connected to a source other than the central irrigation system shall be, at the election of the Association, charged to the Owner as a User Assessment or billed directly to the Owner by the irrigation water supplier. The Lot irrigation system must be continuously maintained in a manner compatible with and comparable to the central irrigation system operated by the Association. Owners acknowledge the Association will control the irrigation of Lots, including quantity of irrigation, and days and times of irrigation service. No Owner shall make a claim against the Association for (a) failure to provide sufficient quantities of irrigation water,

(b) days and time of irrigation service, (c) quality of irrigation water, and (d) property damage caused by irrigation. The Association shall be responsible for the routine maintenance and repair of the Irrigation System; however, the Owner shall be responsible for (i) damage to the Irrigation System caused by anyone other than the Association (including its employees and contractors); and (ii) repairs, improvements or replacement of all or any portion of the Irrigation System (other than the routine repairs and maintenance to be performed by the Association).

D. **Exterior Maintenance.** The exteriors of all Units within Thornbrooke shall be maintained by the Owner in a neat and attractive condition, which maintenance shall include, but not be limited to, periodic painting and cleaning. The Association, prior to the formation of Neighborhood Committee, and the Neighborhood Committee, thereafter, may, from time to time, determine more definitive standards for maintenance, which may include, without limitation, time frames for repainting Units and pressure cleaning roofs, driveways and walkways. If imposed, such standards shall be Rules and Regulations governing Thornbrooke. The Board of Directors, prior to formation of Neighborhood Committee, and the Board of Directors and the Neighborhood Committee, thereafter, may from time to time elect for the Association to provide exterior painting and/or pressure cleaning for all Units on a mandatory basis or an optional basis performed at the request of the Owner. Costs incurred by the Association in providing exterior maintenance shall be charged to the affected Units as a User Assessment.

E. **Mailbox.** All Lots upon which habitable improvements have been completed shall be equipped with a mailbox in the style and location approved in accordance with the architectural review and approval procedure of the Declaration. Any replacements to the mailbox by the Owner shall be of the same style and character as the original mailbox. Mailboxes shall be maintained in a neat and attractive condition by the Owner.

F. **Roofing.** Roofing materials on Units and other structures (if any) constructed on Lots within Thornbrooke shall be concrete tile. Any replacements to original roofing materials shall be made by the Owner with like kind, character and color roofing materials. Any replacements to roofing materials or change in color to roofing materials is subject to architectural approval in accordance with the Declaration. In the event some other, attractive materials for roofing surfaces is proposed which is consistent with the character and architecture within Thornbrooke, the ARC may, in its sole discretion, permit the use of such roofing material.

G. **Supplement to Declaration.** All provisions of the Declaration shall apply to Thornbrooke, except as the same may be changed or supplemented by this Second Supplement.

3. Amendment to Declaration.

A. Developer hereby amends Article XIV of the Declaration by deleting Section 7 in its entirety and insert in lieu thereof, the following Section 7:

"Section 7. Antennae. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written consent of the Board of Directors (it being understood that the Board of Directors has the right, but not the obligation, to permit the installation of such devices in locations where they are not visible from ground level); provided, however, that Owner will continue to be charged for basic cable service as a User Assessment regardless of whether Owner installs and operates a pre-approved antenna, aerial, satellite dish or other apparatus. The Developer and its affiliates shall have the right, without obligation, to erect an aerial, satellite dish, headend or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties. If the Developer fails to erect such a system, the Association may erect such a system after the Turnover Date."

B. Developer hereby amends the Declaration to delete the reference to the drainage easement in Article V, Section 3 of the Declaration and to specifically reference the Preservation Easement granted to Collier County, Florida, without maintenance, and to the Association with maintenance responsibility, as the same is recorded in O.R. Book 2056, Page 26, et seq. of the Public Records of Collier County, Florida. Accordingly, the last paragraph of Article V, Section 3, of the Declaration is hereby deleted in its entirety and the following paragraph inserted in lieu thereof:

"The Owners of Lots 1 through 10, inclusive, of Hawthorne Estates, according to the Plat recorded in Plat Book 19, Pages 92 through 103, inclusive, of the Public Records of Collier County, Florida, hereby acknowledge that a portion of said lots are hereby burdened by a Preservation Easement and use of such easement area shall be restricted as provided in the Preservation Easement, recorded in O.R. Book 2056, Page 26 through 55, inclusive, of the Public Records of Collier County, Florida. Maintenance of the easement area shall be the responsibility of the Association."

4. In all other respects, the Declaration remains unchanged.

IN WITNESS WHEREOF, this Second Supplemental Declaration has been executed as of the date first above written.

WITNESSES:

TAYLOR WOODROW COMMUNITIES, a
Florida general partnership

By: Taylor Woodrow Homes Florida, Inc., a
Florida corporation, a general partner

By: [Signature]
Name: John R. Peshkin
Title: President

Marie A. Krauss
Print Name Marie Krauss

Margaret E. Boucher
Print Name Margaret E. Boucher

By: Monarch Homes of Florida, Inc., a Florida
corporation, a general partner

By: [Signature]
Name: John R. Peshkin
Title: President

Marie A. Krauss
Print Name Marie Krauss

Margaret E. Boucher
Print Name Margaret E. Boucher

Print Address:
7120 South Beneva Road
Sarasota, Florida 34238

STONEBRIDGE COUNTRY CLUB
COMMUNITY ASSOCIATION, INC., a Florida
not-for-profit corporation

By: [Signature]
David Ivin
Its: President

WITNESSES:

Marie A. Krauss
Print Name Marie Krauss

Margaret E. Boucher
Print Name Margaret E. Boucher

Print Address:
9809 North Airport Rd.
Naples, FL 33942

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 8th day of August, 1995, by John R. Peshkin, who as President of both Taylor Woodrow Homes Florida, Inc., a Florida corporation, and Monarch Homes of Florida, Inc., a Florida corporation, both as general partners of **TAYLOR WOODROW COMMUNITIES**, a Florida general partnership, executed the foregoing as such officer for and on behalf of said general partnership. He is personally known to me.



RHONDA FLEMING-HILL
MY COMMISSION # CC 194410 EXPIRES
April 19, 1996
BONDED THRU TROY FAIR INSURANCE, INC.

Rhonda Fleming-Hill
NOTARY PUBLIC

Rhonda Fleming-Hill

My Commission Expires: Rhonda Fleming-Hill

Commission Number: _____

(SEAL)

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 8th day of August, 1995, by David Ivin, as President of **STONEBRIDGE COUNTRY CLUB COMMUNITY ASSOCIATION, INC.**, a Florida non-profit corporation, on behalf of the corporation. He is personally known to me.



RHONDA FLEMING-HILL
MY COMMISSION # CC 194410 EXPIRES
April 19, 1996
BONDED THRU TROY FAIR INSURANCE, INC.

Rhonda Fleming-Hill
NOTARY PUBLIC

Rhonda Fleming-Hill

My Commission Expires: _____

Commission Number: _____

(SEAL)

EXHIBIT "A"

Lots 47 through 56, and Lots 82 thorough 93, according to the Plat of Stonebridge - Unit Two, .
recorded in Plat Book 25, Pages 17-19, inclusive, of the Public Records of Collier County,
Florida.

EXHIBIT "B"

Lots 57 through 81, according to the Plat of Stonebridge - Unit Two, recorded in Plat Book 25, .
Pages 17-19, inclusive, of the Public Records of Collier County, Florida.

Instrument prepared by and return to:
Steven M. Falk, Esq.
Roetzel & Andress, LPA
850 Park Shore Drive, Third Floor
Naples, FL 34103
(239) 649-6200

(Space above line for recording information)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being a duly elected and acting officer of Stonebridge Country Club Community Association, Inc., a Florida corporation not for profit, does hereby certify that the amendments to the Third Supplemental Declaration for Stonebridge Country Club attached hereto as Exhibit "A" were adopted by the required number of owners in the Shoreham Neighborhood by Written Consents in lieu of a meeting and by the Board of Directors at its duly noticed and held meeting on June 24, 2016. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonebridge Country Club was recorded in Official Records Book 2040 at Page 1 of the Public Records of Collier County, Florida and the Third Supplemental Declaration for Stonebridge Country Club was recorded in Official Records Book 2137 at Page 640 of the Public Records of Collier County, Florida.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and the seal of the corporation.

Witnesses:

STONEBRIDGE COUNTRY CLUB COMMUNITY
ASSOCIATION, INC. (SEAL)

Witness

Print Name:

Witness

Print Name:

By:

Print Name:

Print Title:

STATE OF Florida)
COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 24 day of June, 2016, by Gifford E. Brown, as President of Stonebridge Country Club Community Association, Inc., the corporation described in the foregoing instrument, who is (X) personally known to me and who took an oath, and acknowledged executing the same under authority vested in him by said corporation.

(SEAL)



Notary Public, State of Florida

Erika Nolan

Printed Name of Notary Public

Serial Number FF930332

My Commission expires: 05-08-18

EXHIBIT A

**AMENDMENTS TO THE THIRD
SUPPLEMENTAL DECLARATION
STONEBRIDGE COUNTRY CLUB**

The Third Supplemental Declaration for the Stonebridge Country Club (Third Supplement) shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type. Section 3. Shall be amended as follows:

3. Shoreham Supplement. ~~Stonebridge Country Club Association, Inc. (Association) Developer~~ hereby declares that Shoreham shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements and provisions of the Declaration of Covenants, Conditions and Restrictions for Stonebridge Country Club Community Association, Inc. (Declaration), including, without limitation, those described in the Third Supplemental Declaration Stonebridge County Club (Third Supplement) as amended as set forth below. ~~follows:~~ As used in this Section 3, the terms “dwelling”, “Unit”, “Lot” and “Owner” shall be deemed to refer to dwellings, Units, Lots and Owners located in Shoreham.

A. The Property. ~~The Property Shoreham, described in Exhibit “C” hereto, has been is hereby declared to be a single family Neighborhood of 32 attached duplex villas called Shoreham. subject to expansion. Shoreham may be expanded by the Developer, in its discretion, at any time and from time to time, by the addition of all or a portion of the Property as described in the Declaration. Said expansion shall be by Supplemental Declaration and shall not require the vote of any party whomsoever, including without limitation, the then current Owners of Lots and Units within Shoreham.~~

B. Mailbox. ~~All Lots upon which habitable improvements have been completed shall be equipped with a mailbox, mailbox supports and post in the style and location approved for the Shoreham Neighborhood in accordance with the standards set by the Architectural Review Committee (ARC) of the Association architectural review and approval procedure of the Declaration. The day-to-day cleaning and care of the mailboxes, mail box supports and posts Mailboxes shall be maintained in a neat and attractive condition by the responsibility of the Lot Owner. Any repairs or replacements to the mailbox, mail box supports, or post by the Lot Owner shall be in accordance with the standards set by the ARC and in accordance with current United States Postal Service requirements of the same style and character as the original mailbox. Painting of the mailboxes, mailbox supports and posts shall be the responsibility of the Shoreham Neighborhood Advisory Committee (Shoreham Committee) with approval of the Association in accordance with the painting standards approved by the ARC. Costs of repairs and painting will be paid for either with Shoreham painting and roof cleaning reserve funds or by a User Assessment levied equally against all Units. If the Shoreham Committee determines at some point that all the mailboxes should be replaced at the same time, then the Association shall replace same and the cost of replacements will be paid for by a User Assessment levied equally against all Units.~~

C. Association’s Responsibilities.

(1) Lawn and Landscape Maintenance. ~~The Association, in coordination with the Shoreham Committee, shall contract for or otherwise will provide lawn and landscape maintenance for all Owner Lots within Shoreham and Common Areas contiguous to Lots upon which habitable improvements have been constructed. Such maintenance will include periodic mowing and edging, shrubbery trimming, and tree and palm pruning and other services determined, from time to time,~~

by the Board of Directors ~~and the Shoreham Committee, prior to the formation of Neighborhood Committee, and the Board of Directors and the Neighborhood Committee, after formation.~~ Such other services may include, but shall not be limited to, fertilization, pesticide application, and mulching, tree pruning and shrubbery trimming. All costs of lawn and landscape maintenance including the shrubbery trimming and pruning of trees and palms shall be paid for either with Shoreham budgeted funds or by assessed as a User Assessment levied equally against all Units upon which habitable improvements have been constructed. ~~In the event of any of the aforementioned services are not provided on a mandatory basis to a Lots upon which habitable improvements have been constructed within Shoreham, the Association may, but is not obligated to, offer such services on an optional basis.~~ Removal or replacement of trees on Common Areas shall be the responsibility of, and at the cost of, the Association with concurrence as to timing, methods, type of trees, etc. by the Shoreham Committee.

(2) **Lot Irrigation.** Each Lot within Shoreham must be equipped with an underground sprinkler system designed to irrigate all sodded and landscaped portions of the Lot. ~~The Irrigation System must be constructed at the time of initial construction of habitable improvements.~~ The Lot irrigation system must be connected to the central irrigation system operated by the Association or other water source designated by the Association. The cost of irrigation water if connected to a source other than the central irrigation system shall be, at the election of the Association, charged to the Owner as a User Assessment or billed directly to the Owner by the irrigation water supplier. The Lot irrigation system must be continuously maintained in a manner compatible with and comparable to the central irrigation system operated by the Association. Owners acknowledge the Association will control the irrigation of Lots, including quantity of irrigation, and days and times of irrigation service. No Owner shall make a claim against the Association for (a) failure to provide sufficient quantities of irrigation water, (b) days and time of irrigation service, (c) quality of irrigation water, and (d) property damage caused by irrigation. The Association shall be responsible for the routine maintenance, improvement and repair of the Irrigation System; however, the Owner shall be responsible for (i) damage to the Irrigation System caused by anyone other than the Association (including its employees and contractors); ~~and (ii) repairs, improvements or replacement of all or any portion of the Irrigation System (other than the routine repairs and maintenance to be performed by the Association).~~

(3) **Exterior Maintenance of Dwellings Units.** The Association, in coordination with the Shoreham Committee, shall be responsible for the cleaning of the roofs and cleaning, preparation and painting of the exterior walls, doors, exterior floors and exterior ceilings (painted overhead surfaces of the lanai and the front entrance of the dwelling) of all ~~dwellings Units located in Shoreham.~~ Costs of cleaning, preparation and painting will be paid for either with Shoreham painting and roof cleaning reserve funds or by a User Assessment levied equally against all Units.

(4) **Roof Repairs and Replacement.** The Owner shall be responsible for repairing the dwelling's roof. Association, in coordination with the Shoreham Committee, shall be responsible for the replacement of all roofs when the Shoreham Committee determines that at some point that all roofs should be replaced at the same time. Costs of replacement of all the roofs will be paid for either with Shoreham roof replacement reserve funds and/or by a User Assessment levied equally against all Units.

D. **Owner's Responsibility.** The Owner of each Unit ~~located within Shoreham~~ shall be responsible for maintenance of all interior areas of such Owner's Unit, maintenance of the party walls, as provided in Paragraph FE, and maintenance of other improvements located on such Owner's Unit Lot;

provided, however, that the Owner shall have no responsibility right to maintain those portions of such Owner's ~~Lot and~~ Unit to be maintained by the Association as provided herein unless agreed to in writing by the Shoreham Committee and the Board of Directors of the Association provided the approval by the Board of Directors may be evidenced by a document executed by an Association officer.

E. **Party Walls.** The common walls separating the Units shall be party walls for the perpetual benefit of, and use by, the Owners of such Units, including heirs, successors, assigns and grantees.

F. **Maintenance of Party Walls.** In the event of damage or destruction of the party wall from any cause other than the negligence or willful misconduct of an Owner, to the extent not covered by insurance, the Owners sharing the party wall shall share equally in the cost of repairing or rebuilding the party wall, and each shall have the right to full use as specified herein of the wall as repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance on the whole or any part of the party wall, the expense shall be shared equally by the Owners of the adjoining Unit. Whenever a wall shall be rebuilt, it shall be erected in the same manner and at the same location where initially constructed and shall be of the same size and of the same or similar materials and of like quality, and shall be approved in advance, by the ARC Architectural Review Committee ("A.R.C."); provided however, that if any maintenance, repair or construction is necessary solely because of the negligence or willful misconduct of an Owner, any expense incidental thereof shall be borne solely by such Owner. If an Owner shall refuse to pay such Owner's share of the cost of repair (or all of the costs, in the case of negligence or willful misconduct), the other Owners sharing the party wall may with the recommendation of the Shoreham Committee and approval of the Association perform the maintenance, repair or construction and, in such event, shall be entitled to a lien on the Unit of the Owner who has failed to pay, which lien shall be enforceable by bringing an action to foreclose the lien against the delinquent Owner's Unit in the manner in which mortgages on real property are foreclosed and/or by bringing a suit against on the personal property of the Owner. If an Owner shall have given a mortgage upon such Owner's Unit then the Mortgagee shall have the full right, at its option, to exercise the rights of its mortgage as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the Mortgagee for repairs hereunder and not reimbursed to the Mortgagee by the Owner. If the Shoreham Committee, in cooperation with the Association, determines at some point that most or all of the exterior portions of the party walls need maintenance, repair, or replacement, then the Association shall preform such maintenance, repair, or replacement with the cost thereof paid for by available Shoreham funds and/or a User Assessment levied equally against all Units.

G. **Use of the Party Wall.** The Owner of each Unit sharing a party wall shall have the right to the full use of the party wall for whatever purpose or purposes such Owner chooses, subject to the limitation that the use shall not infringe upon the rights of any other Owner sharing the party wall, or in any manner impair the value of the wall, or in any manner violate the rules and regulations of ~~Neighborhood Association, or the Association or the provisions of the this Declaration, as amended by this Third Supplemental Declaration~~ as amended. If an Owner shall cease to use the wall as a party wall, such Owner shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the adjacent Owner, who shall have an easement upon the land underlying the wall so long as the wall shall be used by him. Any Owner removing improvements from a party wall or making use of the party wall shall do so in such a manner as to preserve all rights of the adjacent Owner in the wall, and shall save the adjacent Owner harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Unit shall not be deemed a trespass, so long as the repairs and reconstruction shall be done in a workmanlike manner, and are approved in advance by the ARC and consent is hereby given to enter upon the adjacent Unit to effect necessary repairs and reconstruction.

H. **Restrictions on Alterations.** No Owner shall have the right to cut windows or other openings in the party wall, nor make any alterations, additions, or structural changes thereto.

NOTE: THIS IS A SUBSTANTIAL AMENDMENT TO SUB-SECTIONS 3. I. and J. FOR PRESENT TEXT OF THESE SUBSECTIONS SEE EXISTING LANGUAGE CONTAINED IN THE THIRD SUPPLEMENTAL DECLARATION.

Sub-Sections 3. I. and J. of the Third Supplemental Declaration shall be amended to read as shown below:

I. **Insurance.** In order to adequately protect the Owners, Association and its members, insurance on Units shall be carried and kept in force at all times in accordance with the following provisions:

(1) **Association; Required Coverage.** The Association shall maintain adequate property insurance covering all of the Shoreham insurable property (including all improvements as originally installed or replacements of like kind and quality made by the Association in accordance with the original specifications, or alterations made by the Association). The Association shall also provide adequate general liability insurance. The amounts of coverage shall be determined annually by the Board of Directors, in consultation with the Shoreham Committee. The insurance carried by the Association shall afford at least the following protection:

(a) **Property.** Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

(b) **Flood.** In amounts deemed adequate by the Board of Directors, as and if available and required through the National Flood Program or similar coverage.

(c) **Liability.** Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Lot Owners as a group to an Owner.

(d) **Automobile.** Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles when used for Association, Shoreham Committee or Neighborhood business, in such limits of protection and with such coverage as may be determined by the Board of Directors.

(e) **Compensation.** The Association may maintain Workers' Compensation insurance and shall if required by law.

(2) **Owners' Duty to Insure.** Each Owner is responsible for insuring the personal property within his dwelling, including all floor, wall and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the dwelling and serve only such dwelling. The Owner is financially responsible for any damage to any improvements he installs or were installed by the prior Owner of the Unit or by the party that originally constructed the Unit if the improvement benefits only the Unit for which it was installed and was not part of the

standard improvements installed by the party that originally constructed Units, whether or not such improvement is located within the Unit. The foregoing does not relieve any party of its obligations regarding recovery due under any insurance implemented specifically for such improvements. Each Owner must recognize that the Owner bears financial responsibility for any damage to Owner's property or liability to others that would otherwise be covered by such insurance liability including all risk, flood, liability, etc.

(3) **Duty to Reconstruct.** Except as otherwise approved by the Board of Directors, if any Unit is destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner of such Unit shall cause repair or replacement to be commenced within ninety (90) days from the date that such damage or destruction occurred, and to complete the repair or replacement within nine (9) months thereafter. All such repairs or replacements must be approved by the ARC and restore the improvements to substantially their original character, design and condition, and shall utilize and conform with the original foundation and appearance of the original improvements.

(4) **Failure to Reconstruct.** If the Owner of any Unit fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Sub-Section 3.1. (3) above, the Association shall give written notice to the Owner of default. If after thirty (30) days the Owner has not made satisfactory arrangements to meet its obligations, the Association shall be deemed to have been granted the right by the Owner, as such Owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore the improvements to their original design and condition. If the Association exercises the rights afforded to it by this Sub-Section, which shall be in the sole discretion of the Board of Directors, the Owner of the Unit shall be deemed to have assigned to the Association any right he may have to insurance proceeds that may be available because of the damage or destruction of the improvements. The Association shall have the right to recover from the Owner any costs not paid by insurance, and shall have a lien on the Unit to secure payment. Once all repair costs, mortgagee or liens have been paid, any insurance proceeds remaining shall be distributed to the Owner of the damaged Unit and its mortgagee, being paid jointly to them.

(5) **Association Insurance; Duty and Authority to Obtain.** The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under the Declaration as amended by this Third Supplemental Declaration as amended, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.

(6) **Optional Coverage.** The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and Lot Owners.

(7) **Description of Coverages.** A detailed summary of the coverage included in the policies, and copies of the policies, shall be available for inspection by Owners or their authorized representatives upon request.

(8) **Waiver of Subrogation.** If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against Lot Owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard

for life or property.

(9) **Insurance Proceeds.** All insurance policies purchased by the Association with Shoreham funds shall be for the benefit of the Owners and their mortgagees or other lien holders as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Owners and their respective mortgagees in the following shares:

(a) **Units.** Proceeds on account of damage to Units shall be held in as many undivided shares based on the prorated amount of damage within each damaged Unit as a percentage of the total damage within Lots.

(b) **Mortgagee.** If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Lot or Lots, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

(10) **Distribution of Proceeds.** Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Owners of damaged Units in the following manner: The Association shall disburse to said Owners those proceeds held on the Owners' behalf, upon satisfactory proof the necessary work has been, or will, be performed. Any proceeds remaining after defraying costs shall be distributed to Lot Owners of the damaged dwellings and their mortgagees being paid jointly to them.

(11) **Association as Agent.** The Association is hereby irrevocably appointed as agent for each Lot Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Units.

J. K. **Supplement to Declaration.** All provisions of the Declaration shall apply to Shoreham, except as the same may be changed or supplemented by this Third Supplemental Declaration as amended.

EXHIBIT "A"

[Hawthorne Neighborhood]

Lots 94 through 99 and Lots 163 through 166, STONEBRIDGE - UNIT THREE, according to the plat thereof, recorded in Plat Book 26, Pages 10-13, inclusive, of the Public Records of Collier County, Florida.

EXHIBIT "B"

[Thornbrooke Neighborhood]

Lots 132 through 162, STONEBRIDGE - UNIT THREE, according to the plat thereof, recorded in Plat Book 26, Pages 10-13, inclusive, of the Public Records of Collier County, Florida.

EXHIBIT "C"

[Shoreham Neighborhood]

Lots 100 through 131, STONEBRIDGE - UNIT THREE, according to the plat thereof, recorded in Plat Book 26, Pages 10-13, inclusive, of the Public Records of Collier County, Florida.

Retn:

FIRST AMERICAN TITLE CO

PICK UP

**FOURTH SUPPLEMENT TO THE DECLARATION
STONEBRIDGE COUNTRY CLUB**

This Fourth Supplemental Declaration (the "**Fourth Supplement**") is made effective as of the 31st day of January, 1996, by **TAYLOR WOODROW COMMUNITIES**, a Florida general partnership (the "**Developer**"), and is joined in by **STONEBRIDGE COUNTRY CLUB COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "**Association**").

STATEMENT OF BACKGROUND INFORMATION

A. Terms used as defined terms herein without definitions shall have the meaning ascribed to them in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonebridge Country Club recorded in **O.R. Book 2040, Page 0001, et seq.** of the Public Records of Collier County, Florida, as the same has been or may be amended and supplemented from time to time (the "**Declaration**").

B. The Declaration permits the Developer to amend and supplement the Declaration.

C. Developer desires to amend the Declaration to delete Developer's option to remove the Club Facilities from the provisions of the Declaration.

D. Developer desires to amend and supplement the Declaration with respect to the conveyance of the Sales Center as Common Property to the Association.

STATEMENT OF DECLARATION

1. Section 5, Article IX, (Annexation of Additional Property), is deleted in its entirety and the following provision inserted:

Upon Recording Return To:
Legal Department
Taylor Woodrow Communities
7120 South Beneva Road
Sarasota, Florida 34238

PMD2037 01/29/96

First American Title In., Co.
File # *Master*

Section 5. Removal of Property. Developer reserves the right to amend this Declaration, from time to time, prior to the Turnover Date, in its sole discretion, without the prior notice or consent of any Person, to remove any portions of the Property then owned by the Developer or by the Association, from the provisions of this Declaration if and to the extent such property was originally subject to this Declaration in error or if Developer changes the development plan for the Properties, provided, however, that such withdrawal does not materially and adversely change the general plan for development of the Properties.

2. Section 4, Article XV (Acquisition of Common Property) is hereby amended as follows:

Section 4. Transfer of Common Property. The Developer agrees to convey, transfer, assign and deliver to the Association on or before the Turnover Date, its interest in the Common Property, as the same exists on the date of conveyance, including without limitation, the Stonebridge Country Club Sales Center (exclusive of any personal property located in the Sales Center or used in connection therewith) located adjacent to the Clubhouse and tennis courts. The conveyance of the Common Property, including the Club Facilities and Sales Center, shall be by Quit Claim Deed subject to this Declaration (including, without limitation, the provisions of Article XV, Section 3 - Disclaimer of Warranties), zoning and other regulations imposed by governmental authorities, taxes for the year of the transfer and all subsequent years and any and all encumbrances or liens, easements, dedications, agreements, licenses, restrictions, rights of way and other matters now or hereafter affecting title. The Developer shall not provide the Association any survey or title insurance or abstract prior to conveyance of the Common Property. The Association shall pay all costs of closing the conveyance, including without limitation, documentary stamp tax and recording.

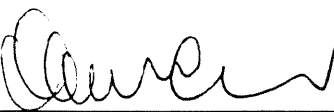
3. Declaration: In all other respects, the Declaration remains unchanged.

IN WITNESS WHEREOF, this Fourth Supplemental Declaration has been executed as of the date first above written.

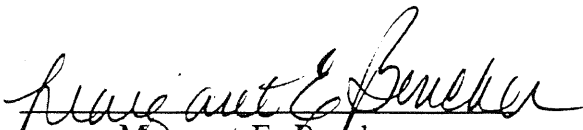
WITNESSES:

TAYLOR WOODROW COMMUNITIES, a
Florida general partnership

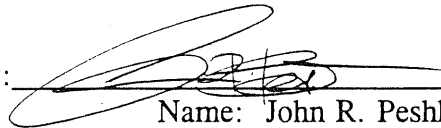
By: Taylor Woodrow Homes Florida, Inc., a
Florida corporation, a general partner

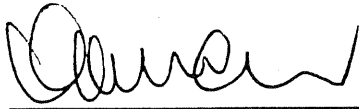


Print Name Dawn Balliet



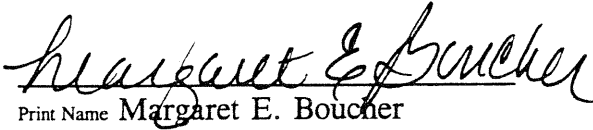
Print Name Margaret E. Boucher

By: 
Name: John R. Peshkin
Title: President

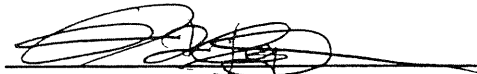


Print Name Dawn Balliet

By: Monarch Homes of Florida, Inc., a Florida corporation, a general partner



Print Name Margaret E. Boucher

By: 
Name: John R. Peshkin
Title: President

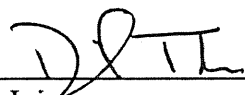
Print Address:
7120 South Beneva Road
Sarasota, Florida 34238

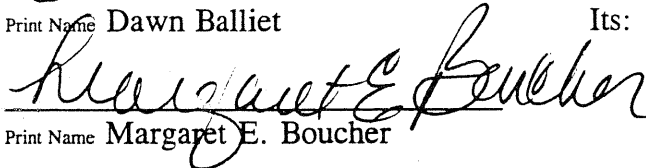
**STONEBRIDGE COUNTRY CLUB
COMMUNITY ASSOCIATION, INC.**, a Florida
not-for-profit corporation

WITNESSES:



Print Name Dawn Balliet

By: 
David Ivin
Its: President



Print Name Margaret E. Boucher

Print Address:
9809 North Airport Road
Naples, Florida 33942

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 31st day of January, 1996, by John R. Peshkin, who as President of both Taylor Woodrow Homes Florida, Inc., a Florida corporation, and Monarch Homes of Florida, Inc., a Florida corporation, both as general partners of **TAYLOR WOODROW COMMUNITIES**, a Florida general partnership, executed the foregoing as such officer for and on behalf of said general partnership. He is personally known to me.



RHONDA FLEMING-HILL
MY COMMISSION # CC 194410 EXPIRES
April 19, 1996
BONDED THRU TROY FAIR INSURANCE, INC.

(SEAL)

Rhonda Fleming-Hill

NOTARY PUBLIC

Rhonda Fleming-Hill

My Commission Expires: _____

Commission Number: _____

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 31st day of January, 1996, by David Ivin, as President of **STONEBRIDGE COUNTRY CLUB COMMUNITY ASSOCIATION, INC.**, a Florida non-profit corporation, on behalf of the corporation. He is personally known to me.



RHONDA FLEMING-HILL
MY COMMISSION # CC 194410 EXPIRES
April 19, 1996
BONDED THRU TROY FAIR INSURANCE, INC.

(SEAL)

Rhonda Fleming-Hill

NOTARY PUBLIC

Rhonda Fleming-Hill

My Commission Expires: _____

Commission Number: _____

Retn:
FIRST AMERICAN TITLE CO
PICK UP

FIFTH SUPPLEMENTAL DECLARATION STONEBRIDGE COUNTRY CLUB

This Fifth Supplemental Declaration (the "Fifth Supplement") is made effective as of February 18, 1998, by TAYLOR WOODROW COMMUNITIES, a Florida general partnership (the "Developer"), and is joined in by STONEBRIDGE COUNTRY CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

STATEMENT OF BACKGROUND INFORMATION

A. Terms used as defined terms herein without definitions shall have the meaning ascribed to them in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonebridge Country Club recorded in O.R. Book 2040, Page 0001, et seq. of the Public Records of Collier County, Florida, as the same has been or may be amended and supplemented from time to time (the "Declaration").

B. Developer, with the joinder of Association, has declared that the Property shall be held, sold, conveyed and encumbered by the Declaration.

C. The Declaration permits the Developer to amend and supplement the Declaration.

D. Developer, pursuant to the Second Supplemental Declaration recorded in O.R. Book 2101, Page 152, of the Public Records of Collier County, Florida (the "Second Supplement"), has previously designated certain real property as a Neighborhood called Thornbrooke. Developer, pursuant to the terms of the Declaration, may expand, in its discretion, Thornbrooke, and desires to add the real property described in Exhibit "A" attached hereto to the Neighborhood called Thornbrooke.

STATEMENT OF DECLARATION

1. Thornbrooke Supplement. Developer declares that the real property described in Exhibit "A" is hereby added to the Neighborhood called Thornbrooke, and such real property shall be subject to the additional use restrictions for Thornbrooke as set forth in the Declaration (including, without limitation, those described in the Second Supplement).

2. Declaration: In all other respects, the Declaration remains unchanged.

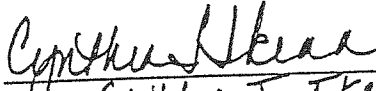
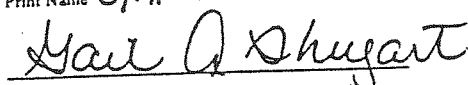
Upon Recording Return To:
Legal Department
Taylor Woodrow Communities
7120 South Beneva Road
Sarasota, Florida 34238

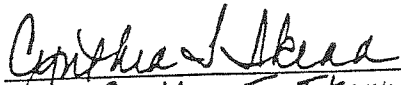
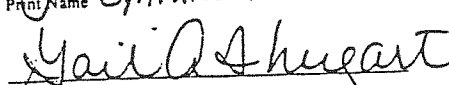
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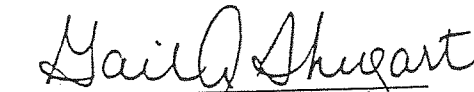
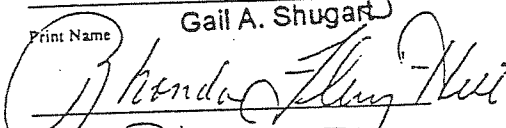
First American Title Ins. Co.
Title Ins. Co.
Master
File #

IN WITNESS WHEREOF, this Fifth Supplemental Declaration has been executed as of the date first above written.

WITNESSES:



Print Name Cynthia T. Ikenn

Print Name Gail A. Shugart


Print Name Cynthia T. Ikenn

Print Name Gail A. Shugart



Print Name Gail A. Shugart

Print Name Rhonda Fleming-Hill

TAYLOR WOODROW COMMUNITIES, a Florida general partnership

By: Taylor Woodrow Homes Florida, Inc., a Florida corporation, a general partner

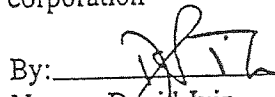
By: 
Name: John R. Peshkin
Title: President

By: Monarch Homes of Florida, Inc., a Florida corporation, a general partner

By: 
Name: John R. Peshkin
Title: President

Address:
7120 South Beneva Road
Sarasota, Florida 34238

STONEBRIDGE COUNTRY CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

By: 
Name: David Ivin
Title: President

Address:
9809 North Airport Road
Naples, Florida 33942

STATE OF FLORIDA

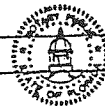
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18 day of February, 1998, by John R. Peshkin, who as President of both Taylor Woodrow Homes Florida, Inc., a Florida corporation, and Monarch Homes of Florida, Inc., a Florida corporation, both as general partners of TAYLOR WOODROW COMMUNITIES, a Florida general partnership, executed the foregoing as such officer for and on behalf of said general partnership. He is personally known to me.

Gail A Shugart
NOTARY PUBLIC

(SEAL)

My Commission Expires: _____
Commission Number: _____



Gail A. Shugart
MY COMMISSION # CC587303 EXPIRES
September 22, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18 day of February, 1998, by David Ivin, as President of STONEBRIDGE COUNTRY CLUB COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me.

Gail A Shugart
NOTARY PUBLIC

(SEAL)

My Commission Expires: _____
Commission Number: _____



Gail A. Shugart
MY COMMISSION # CC587303 EXPIRES
September 22, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

EXHIBIT "A"

Thornbrooke Neighborhood

Lots 167 through 217, STONEBRIDGE - UNIT FOUR, according to the plat thereof, recorded in Plat Book 29, Pages 43-44, inclusive, of the Public Records of Collier County, Florida.

Prepared by and Upon Recording Return To:
Legal Department
Taylor Woodrow Communities
7120 South Beneva Road
Sarasota, Florida 34238

Retn:
FIRST AMERICAN TITLE CO
PICK UP

SIXTH SUPPLEMENTAL DECLARATION

STONEBRIDGE COUNTRY CLUB

This Sixth Supplemental Declaration is made effective as of the 13 day of November, 1998 by TAYLOR WOODROW COMMUNITIES, a Florida general partnership (the "Developer"), and is joined in by STONEBRIDGE COUNTRY CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

STATEMENT OF BACKGROUND INFORMATION

A. Terms used as defined terms herein without definitions shall have the meaning ascribed to them in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonebridge Country Club recorded in O.R. Book 2040, Page 0001, et seq. of the Public Records of Collier County, Florida, as the same may be amended from time to time (the "Declaration").

B. Developer, with the joinder of Association, has declared that the Property shall be held, sold, conveyed and encumbered by the Declaration.

C. The Declaration permits the Developer to amend and supplement the Declaration.

D. Developer desires to designate the real property legally described in Exhibit "A" as a Neighborhood called Manchester ("Manchester") and add additional use restrictions for Manchester.

STATEMENT OF DECLARATION

Developer hereby declares that Manchester shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements and provisions of the Declaration and this Supplement.

1. The Property. Manchester, described in Exhibit "A" hereto, is hereby declared to be a Neighborhood called Manchester, subject to expansion. Manchester may be expanded by the Developer, in its discretion, at any time and from time to time, by the addition of all or a portion of the property described in Exhibits "A" or "B" of the Declaration. Said expansion shall be by Supplemental Declaration and shall not require the vote of any party whomsoever, including, without limitation, the then current owners of Lots and Units within Manchester.

2. Lawn and Landscape Maintenance. The Association will provide lawn and landscape maintenance for all Lots within Manchester upon which habitable improvements have been constructed. Such maintenance will include periodic mowing and edging and other services determined, from time to time, by the Board of Directors, prior to the formation of a Neighborhood Committee, and the Board of Directors and the Neighborhood Committee, after formation. Such other services may include, but shall not be limited to, fertilization, pesticide application, mulching, tree pruning and shrubbery trimming. All costs of lawn and landscape maintenance shall be assessed as a User Assessment against Lots upon which habitable improvements have been constructed. In the event any of the aforementioned services are not provided on a mandatory basis to all Lots upon which habitable improvements have been constructed within Manchester, the Association may, but is not obligated to, offer such services on an optional basis.

3. Lot Irrigation. Each Lot within Manchester must be equipped with an underground sprinkler system designed to irrigate all sodded and landscaped portions of the Lot. The Irrigation System must be constructed at the time of initial construction of habitable improvements. The Lot irrigation system must be connected to the central irrigation system operated by the Association or other water source designated by the Association. The cost of irrigation water if connected to a source other than the central irrigation system shall be, at the election of the Association, charged to the Owner as a User Assessment or billed directly to the Owner by the irrigation water supplier. The Lot irrigation system must be continuously maintained in a manner compatible with and comparable to the central irrigation system operated by the Association. Owners acknowledge the Association will control the irrigation of Lots, including quantity of irrigation, and days and times of irrigation service. No Owner shall make a claim against the Association for (a) failure to provide sufficient quantities of irrigation water, (b) days and time of irrigation service, (c) quality of irrigation water, and (d) property damage caused by irrigation. The Association shall be responsible for the routine maintenance and repair of the Irrigation System; however, the Owner shall be responsible for (i) damage to the Irrigation System caused by anyone other than the Association (including its employees and contractors); and (ii) repairs, improvements or replacement of all or any portion of the Irrigation System (other than the routine repairs and maintenance to be performed by the Association).

4. Exterior Maintenance. The exteriors of all Units within Manchester shall be maintained by the Owner in a neat and attractive condition, which maintenance shall include, but not be limited to, periodic painting and cleaning. The Association, prior to the formation of a Neighborhood Committee, and the Neighborhood Committee, thereafter, may, from time to time, determine more definitive standards for maintenance, which may include, without limitation, time frames for repainting Units and pressure cleaning roofs, driveways and walkways. If imposed, such standards shall be Rules and Regulations governing Manchester. The Board of Directors, prior to formation of a Neighborhood Committee, and the Board of Directors and the Neighborhood Committee, thereafter, may from time to time elect for the Association to provide exterior painting and/or pressure cleaning for all Units on a mandatory basis or an optional basis performed at the request of the Owner. Costs incurred by the Association in providing exterior maintenance shall be charged to the affected Units as a User Assessment.

5. Mailbox. All Lots upon which habitable improvements have been completed shall be equipped with a mailbox in the style and location approved in accordance with the architectural review and approval procedure of the Declaration. Any replacements to the mailbox by the Owner shall be of the same style and character as the original mailbox. Mailboxes shall be maintained in a neat and attractive condition by the Owner.

6. Roofing. Roofing materials on Units and other structures (if any) constructed on Lots within Manchester shall be concrete tile. Any replacements to original roofing materials shall be made by the Owner with like kind, character and color roofing materials. Any replacements to roofing materials or change in color to roofing materials is subject to architectural approval in accordance with the Declaration. In the event some other, attractive materials for roofing surfaces is proposed which is consistent with the character and architecture within Manchester, the ARC may, in its sole discretion, permit the use of such roofing material.

7. Supplement to Declaration. All provisions of the Declaration shall apply to Manchester, except as the same may be changed or supplemented by this Sixth Supplemental Declaration.

IN WITNESS WHEREOF, this Sixth Supplemental Declaration has been executed as of the date first above written.


WITNESSES:

TAYLOR WOODROW COMMUNITIES, a Florida
general partnership

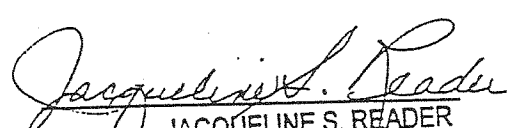
By: Taylor Woodrow Homes Florida, Inc., a
Florida corporation, a general partner

By: 
Name: John R. Peshkin
Title: President

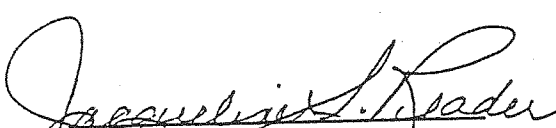
By: Monarch Homes of Florida, Inc., a Florida
corporation, a general partner

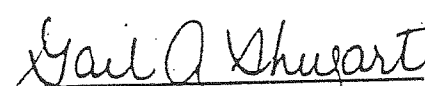
By: 
Name: John R. Peshkin
Title: President

Address:
7120 S. Beneva Road
Sarasota, FL 34238


Print Name JACQUELINE S. READER


Print Name Gail A. Shugart


Print Name JACQUELINE S. READER


Print Name Gail A. Shugart

STONEBRIDGE COUNTRY CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

Heath J Allen
Print Name Heath J Allen

By: Douglas L. Schwartz
Its: President

Angela Ashley-Leister
Print Name Angela Ashley-Leister

Address:
9809 N. Airport Road
Naples, FL 33942

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 13 day of November, 1998, by John R. Peshkin, who as President of both Taylor Woodrow Homes Florida, Inc., a Florida corporation, and Monarch Homes of Florida, Inc., a Florida corporation, both as general partners of TAYLOR WOODROW COMMUNITIES, a Florida general partnership, executed the foregoing as such officer for and on behalf of said general partnership. He is personally known to me.

Gail A. Shugart
NOTARY PUBLIC

(SEAL)



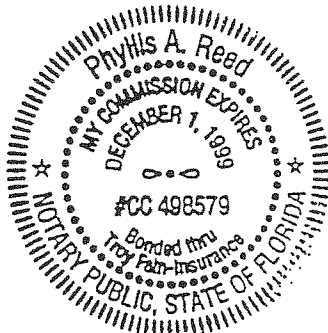
Gail A. Shugart
MY COMMISSION # CC587303 EXPIRES
September 22, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

Print Name Gail A. Shugart
My Commission Expires: _____
Commission Number: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18 day of November, 1998, by Douglas L. Schwartz as President of STONEBRIDGE COUNTRY CLUB COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me.

(SEAL)



Phyllis A. Reed
NOTARY PUBLIC
Print Name Phyllis A. REED
My Commission Expires: _____
Commission Number: _____

Instrument prepared by and return to:
Steven M. Falk, Esq.
Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108
(239) 596-8400

(Space above line for recording information)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being a duly elected and acting officer of Stonebridge Country Club Community Association, Inc., a Florida corporation not for profit, does hereby certify that the amendment to the Sixth Supplemental Declaration for Stonebridge Country Club attached hereto as Exhibit "A" was adopted by the required number of owners in the Manchester Neighborhood by Written Consents in lieu of a meeting and by the Board of Directors at its duly noticed and held meeting on March 22, 2019. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonebridge Country Club was recorded in Official Records Book 2040 at Page 1 of the Public Records of Collier County, Florida and the Sixth Supplemental Declaration for Stonebridge Country Club was recorded in Official Records Book 2488 at Page 3431 of the Public Records of Collier County, Florida.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand and the seal of the corporation.

Witnesses:

STONEBRIDGE COUNTRY CLUB COMMUNITY
ASSOCIATION, INC. (SEAL)

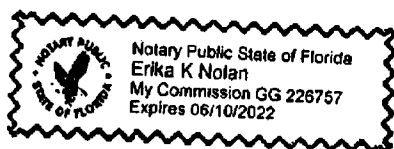
Mary Fehskens
Witness
Print Name: Mary Fehskens
Kathleen Fordon
Witness
Print Name: Kathleen Fordon

By: Carolyn A. Boehning
Print Name: Carolyn A. Boehning
Print Title: President

STATE OF Florida)
COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 28 day of March, 2019, by Carolyn Boehning, as President of Stonebridge Country Club Community Association, Inc., the corporation described in the foregoing instrument, who is (X) personally known to me or provided _____ as identification.

(SEAL)



E. Nolan
Notary Public, State of Florida
Printed Name of Notary Public Erika Nolan
Serial Number GG 226757
My Commission expires: 06/10/2022

EXHIBIT " A "

AMENDMENT TO SECTION 5 OF THE SIXTH SUPPLEMENTAL DECLARATION

Additional language indicated by underlining.

Deleted language indicated by ~~hyphens~~.

5. **Mailbox.** All Lots ~~upon which habitable improvements have been completed~~ shall be equipped with a mailbox, mailbox supports and post in the style and location approved for the Manchester Neighborhood in accordance with the standards set by the Architectural Review Committee (ARC) of the Association ~~architectural review and approval procedure of the Declaration.~~ The day-to-day cleaning and the repair, replacement and care of the mailboxes, mailbox supports, and posts shall be the responsibility of the Owner. Any repairs or replacements to the mailbox, mailbox supports, or post by the Owner shall be in accordance with the standards set by the ARC and in accordance with the current United States Postal Service requirements. of the same style and character as the original mailbox. Mailboxes shall be maintained in a neat and attractive condition by the Owner. Painting of the mailboxes, mailbox supports and posts, including procurement of bids, shall be the responsibility of the Manchester Neighborhood Advisory Committee (Manchester Committee). Paint color and type must be in accordance with the painting standards approved by the ARC. Costs of painting will be paid for by a User Assessment levied equally against all Units.