This instrument was prepared by and should be returned to:
Richard C. Linquanti, Esquire
CARLTON FIELDS JORDEN BURT, P.A.
Corporate Center Three at International Plaza
4221 West Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607-5780

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CORAL HARBOR AT NAPLES RESERVE

WHEREAS, SFI Naples Reserve LLC, a Delaware limited liability company ("SFI"), is the "Declarant" pursuant to and as defined in that certain Amended and Restated Declaration Of Covenants, Conditions And Restrictions For Naples Reserve recorded in the Official Records of Collier County, Florida in Book 5155 at Page 661, as amended and supplemented (the "Declaration"); and

WHEREAS, the lots more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Lots") shall be designated as a Neighborhood to be known as the "Coral Harbor Villa Neighborhood" and subject to the additional covenants, terms and conditions set forth herein; and

WHEREAS, the Lots within the Coral Harbor Villa Neighborhood shall be assessed Neighborhood Assessments for the cost of the special services provided to such Lots as described in this Supplemental Declaration; and

WHEREAS, SFI has the right, pursuant to Article II of the Declaration, to record this Supplemental Declaration and impose the additional covenants, terms and conditions on the Lots within the Coral Harbor Villa Neighborhood; and

WHEREAS, SFI wishes to encumber the Lots with the additional covenants, terms and conditions, as specifically set forth in this Supplemental Declaration,

NOW, THEREFORE, SFI hereby declares as follows:

- 1. The above Recitals are incorporated herein by this reference.
- All terms not defined herein shall have the same meaning as set forth in the Declaration.

- 3. The Lots in the Coral Harbor Villa Neighborhood shall be subject to each of the following covenants, terms and conditions, which shall run with the land in the same manner as the Declaration, in addition to the Declaration:
 - a. <u>Villas</u>. "Villa" means an attached single family dwelling sharing at least one party wall with an adjacent Villa constructed upon a Lot within the Coral Harbor Villa Neighborhood.
 - Maintenance of Villas. Each Villa Owner shall be responsible for maintaining, repairing, and replacing of the Villa and all other improvements situated on the Lot in a clean, sanitary, neat, safe and orderly condition, including without limitation, all obligations for structural maintenance, repair or replacement of walls, windows, gutters, downspouts and skylights, patio screens, screen enclosures, doors, fixtures or equipment, or any equipment, facilities or other items whatsoever installed within or placed upon any Lot by any Owner, including its agents, or other designees, and/or any other maintenance obligations designated as the Owners' responsibilities from time to time in the Declaration or the Rules. In addition, the Villa Lot Owner shall maintain and repair the roof of the Villa in same manner as all other improvements on the Lot. If any Lot Owner breaches these covenants, the Association may enforce these covenants in accordance with the provisions of this Declaration. The Lot Owner shall obtain the written consent of the DRC prior to making any modifications requiring approval under the Declaration.
 - Except as otherwise provided herein. c. Party Wall Maintenance. each Owner shall bear the responsibility to repair and maintain the unfinished surface of the party wall which is located within his residence. Owners sharing a party wall shall equally share the cost of repair and maintenance of the structural and interior portions of the party wall. However, if either Owner's negligence or willful misconduct causes damage to the party wall, such Owner shall bear the entire cost of repair. Each Owner shall have the right to enter the adjacent Villa Lot, including the residence located thereon, where necessary in connection with the repair or maintenance of a party wall, upon reasonable prior notice to the affected Owner(s) and at reasonable times and an easement for same is hereby created. Any repair or reconstruction shall utilize substantially similar materials, design and location as originally existed. No openings may be cut in the party wall or structural changes made thereto, unless agreed upon by the Owners sharing the party wall.

- d. Roof Replacement. The Association shall collect a reserve from the Villa Lot Owners within the Coral Harbor Villa Neighborhood for the purpose of replacing the Villa roofs at the end of the useful life of the roof of each Villa building, subject to the Villa Owners' obligation to maintain and repair the roof during its useful life at the Owners' sole expense. All Villa Lot Owners shall be jointly responsible for an equal share of the cost of replacement of all of the Villa roofs in the Coral Harbor Villa Neighborhood. However, if either Owner's negligence or willful misconduct causes damage to the roof, such Owner shall bear the entire cost of repair or replacement of the roof. The roof reserve shall be collected from all Villa Lot Owners within the Coral Harbor Villa Neighborhood as a Neighborhood Assessment in accordance with Article IX, Section 5 of the Declaration. In the event the Villa roof reserve is not sufficient to cover the cost of a roof replacement, all Villa Lot Owners shall be responsible for payment of a Special Assessment in the amount necessary to pay such cost.
- e. Exterior Paint. The Association shall collect a reserve from the Villa Lot Owners within the Coral Harbor Villa Neighborhood from the purpose of painting the exteriors of the Villas periodically, as determined by the Association. Each Villa Lot Owner shall be responsible for routine maintenance, repair and pressuring washing of the exterior of the Villa at the Owner's sole expense. All Villa Lot Owners shall be jointly responsible for an equal share of the cost of painting all of the Villa buildings in the Coral Harbor Vila Neighborhood. A Villa Lot Owner shall have the right to paint more frequently than the Association, provided that prior written approval of the DRC is obtained. However, the foregoing shall not relieve any such Owner from its obligation to fund the paint reserve or participate in the periodic painting of the Villas by the Association. The paint reserve shall be collected from all Villa Lot Owners within the Coral Harbor Villa Neighborhood as a Neighborhood Assessment in accordance with Article IX, Section 5 of the Declaration. In the event the Villa paint reserve is not sufficient to cover the cost of a painting all Villas in the Coral Harbor Villa Neighborhood, all Villa Lot Owners shall be responsible for payment of a Special Assessment in the amount necessary to pay such cost.
- f. <u>Enforcement.</u> If any Lot Owner breaches these covenants, the Association may enforce these covenants in accordance with the provisions of Article VII, Section 3 and any other applicable provision of the Declaration. The Association shall have the right, but not the obligation, to perform any maintenance required to be performed by the Owner, after reasonable notice to the Owner of

an Owner's failure to perform the maintenance with an opportunity for such Owner to comply with the maintenance requirements herein. If the Association performs maintenance which is the Owner's responsibility, the Association shall charge the expense of the maintenance plus a 10% administrative charge of the cost of the maintenance back to the Owner as an Assessment on such Lot.

4. All covenants, conditions, restrictions, reservations, easements, liens and charges contained in the Declaration and this Supplemental Declaration shall constitute covenants running with the Lots encumbered hereby, and all grantees, devisees, or mortgagees, their heirs, representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions The Declarant may subject additional Lots to the terms and conditions of this Supplemental Declaration making such additional lots part of the Coral Harbor Villa Neighborhood by recording a supplement hereto describing such additional lots.

IN WITNESS WHEREOF, SFI has executed this Supplemental Declaration on December <u>19</u>, 2016.

> SFINAPLES RESERVE LLC. a Delaware limited liability company

Donald E/Mears, Jr.

Vice President

STATE OF FLORIDA COUNTY OF SEMINOLE

December The foregoing instrument was acknowledged before me this <u>19</u> day of September, 2016, by Donald E. Mears, Jr., as Vice President of **SFI NAPLES RESERVE** LLC, a Delaware limited liability company, who is personally known to me or has produced (state) driver's license or ___

identification.

My Commission Expires:

(Printed Name)

A. C. PARRISH Notary Public - State of Florida Commission # FF 184525 ly Comm. Expires Mar 16, 2019 d through National Notary Assn

JOINDER

Naples Reserve Homeowners' Association, Inc., a not-for-profit Florida corporation, hereby approves and joins in this Supplemental Declaration of Covenants, Conditions and Restrictions for Coral Harbor at Naples Reserve, and agrees to be bound by the terms thereof and will comply with and perform the covenant, terms and conditions of the Supplemental Declaration.

In Witness Whereof, Naples Reserve Homeowners' Association, Inc. has executed this Joinder on this _/9 day of <u>Occ.</u>, 20_1/e.

Signed, sealed and delivered	
in the presence of:	Naples Reserve Homeowners'
1100 1110	Association, Inc.
JOH JULIUM CONTRACTOR OF THE STATE OF THE ST	
Name: Kenneth Miller	By: Men
	Name: Donald MEANS
	Title: <u>President</u>
Actarish .	
Name: AC PARRISH	
STATE OF FLORIDA)	
. , :SS.	
COUNTY OF Semerale :55.	
The foregoing instruction was acknowle	edged before me this 19 day of December,
2016, by Downld MEARS, as Pre	esident of Naples Reserve Homeowners'
Association, Inc., a not-for-profit Florida corpo	ration, on behalf of said Corporation. The
foregoing person is well known to me.	
	4 - 0 -
	Acranist .
	Name: A C PARRISH
	Notary Public, State of Florida
2/11/2	at Large
My Commission Expires: 3/16/2019	
	A. C. PARRISH
	Notary Public - State of Florida Commission # FF 184525
	My Comm. Expires Mar 16, 2019
	Bonded through National Notary Assn.

JOINDER

D. R. HORTON, INC., a Delaware corporation, hereby approves and joins in this Supplemental Declaration of Covenants, Conditions and Restrictions for Coral Harbor at Naples Reserve, and agrees to be bound by the terms thereof and will comply with and perform the covenant, terms and conditions of the Supplemental Declaration.

In Witness Whereof, D. R. HORTON, INC. has executed this Joinder on this day of <u>20</u>, 2016. Signed, sealed and delivered in the presence of: D. R. HORTON, INC., a Delaware corporation STATE OF FLORIDA :SS COUNTY OF LEE The foregoing instruction was acknowledged before me this 20th day of December 2016, by $\underline{C_{AEOL} G_{OO} \Delta}$, as $\underline{D_{1}J_{1SIO} ACFO}$ of **D. R.** HORTON, **INC.**, a Delaware corporation, on behalf of said Corporation. The foregoing person is well known to me. BARBARA KALASH Notary Public, State of Florida My Comm. Expires March 17, 2019 Commission No. FF 200595 Barbara Kallash Name: Notary Public, State of Florida at Large

My Commission Expires: 3/(7/19)

EXHIBIT A

The land referred to herein below is situated in the County of Collier, State of Florida, and is described as follows:

Coral Harbor, all phases, according to the plats thereof recorded in Plat Book 61, Page 67 of the Public Records of Collier County, Florida and subsequent recorded plats of phases of Coral Harbor.