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This Instrument Prepared by:

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**SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR
ESPLANADE GOLF & COUNTRY CLUB OF NAPLES**

This SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ESPLANADE GOLF & COUNTRY CLUB OF NAPLES ("Supplemental Declaration") is made this 9th day of January, 2017, by TAYLOR MORRISON ESPLANADE NAPLES, LLC, a Florida limited liability company ("Declarant").

WHEREAS, Declarant has executed and recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Esplanade Golf & Country Club of Naples, recorded June 12, 2013, in Official Records Book 4932, Page 1245, *et seq.*, of the Public Records of Collier County, Florida, as the same has been amended and/or supplemented (the "Declaration"); and

WHEREAS, the Declaration subjects the property described in Exhibit "A" thereto to the easements, restrictions, covenants and conditions of the Declaration; and

WHEREAS, Section 1 of Article III of the Declaration provides that Declarant may, from time to time, add any Additional Property to the Property by recording a Supplemental Declaration describing the property being subjected; and

WHEREAS, Declarant desires to subject the property described on Exhibit "A" attached hereto and made a part hereof ("Additional Property") to the provisions of the Declaration; and

WHEREAS, Declarant now desires to add the Additional Property to Esplanade Golf & Country Club of Naples as herein specifically provided; and

WHEREAS, the Lots depicted on the Plat described on Exhibit "A" attached hereto and made a part hereof shall be designated as "Club Member Lots".

NOW, THEREFORE, Declarant hereby makes this Supplemental Declaration (which is intended to be and is a "Supplemental Declaration" as defined in the Declaration) and hereby declares that the Additional Property shall be deemed a portion of the "Property" under the Declaration and that the Additional Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens set forth in the Declaration as modified by this Supplemental Declaration, as follows:

1. The recitations herein set forth are true and correct and are incorporated herein by reference.
2. The definitions provided in the Declaration are incorporated herein by reference.
3. The Additional Property described on Exhibit "A" to this Supplemental Declaration is hereby designated a part of Esplanade Golf & Country Club of Naples and shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration.
4. Declarant hereby declares that all of the Additional Property designated on Exhibit "A" to this Supplemental Declaration is part of the "Property" and is therefore subject to the applicable land use covenants and the benefits and burdens established under the Declaration as fully as though it were originally designated as such in the Declaration.
5. Declarant hereby declares that the Lots depicted on the Plat described on Exhibit "A" attached hereto and made a part hereof shall be designated as "Golf Member Lots".
6. Maintenance of the Lots and Homes. Each Owner of a Lot situated upon the Additional Property shall maintain his or her Lot and Home in accordance with Article IX of the Declaration. If the Owner fails to perform his or her maintenance responsibilities in a manner consistent with the Declaration, then the Board shall have the power to assess costs against the Owner of a Lot as a Benefit Assessment pursuant to the provisions of Article VII, Section 4 of the Declaration.

In addition, no "construction," which term shall include within its definition clearing, excavation, grading and other site work, initial construction, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees or shrubs shall take place, except in strict compliance with Article VIII of the Declaration, until the requirements contained therein have been fully met, and until the written approval of the Architectural Control Committee is obtained.

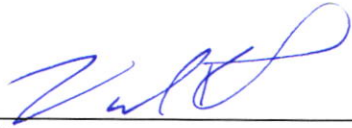
7. Designation and Maintenance of Club Property. Tracts "R", "R1", "O1", "O2", "O3", "O4", "O5", "O6", "O7", "O8", "O9", "O10", "O12", "L32A", "PUE1", "PUE2", "PUE3", "PUE4", "PUE5", "PUE6", "PUE7", "PUE8", "PUE9", all Access Easements (A.E.), all Drainage

Easements (D.E.), all Lake Maintenance Easements (L.M.E.), an Irrigation Easement (I.E.) over Tracts "R" and "R1", and a right of access over those areas indicated as Drainage Easements (D.E.), as shown on the Plat of Esplanade Golf and Country Club of Naples Phase 3 Blocks "K1", "K2" and "H3", recorded in Plat Book _____, Pages _____ through _____, of the Public Records of Collier County, Florida, are hereby declared to be Club Property. Maintenance of the Club Property shall be by the Association, as provided in Article IX, Section 1 of the Declaration. All costs of maintenance pursuant to this Paragraph shall be assessed equally against all Lots in Esplanade Golf and Country Club of Naples benefiting from this service as an Operating Expense pursuant to the provisions of Article VII, Section 1 of the Declaration and shall be subject to the lien of the Association pursuant to Article VI, Section 2 of the Declaration.

8. Conflict. In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Club, the provisions of this Supplemental Declaration shall control. Except as otherwise specifically set forth in this Supplemental Declaration, in the event of any conflict between the provisions of this Supplemental Declaration and the provisions of the Declaration, the provisions of this Supplemental Declaration shall control.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration on the day, month and year first above written.

TAYLOR MORRISON ESPLANADE NAPLES, LLC, a Florida limited liability company



Signature
David Taylor

Printed Name
Megan E Schroeder
Signature
Megan E Schroeder
Printed Name

By: 

Printed Name: **Andrew "Drew" Miller**
Its: Authorized Agent

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Andrew "Drew" Miller,
as Authorized Agent of TAYLOR MORRISON ESPLANADE NAPLES, LLC, a Florida limited liability company, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 9th
day of January, 2017.

My Commission Expires:



Notary Public

Deborah K. Beckett

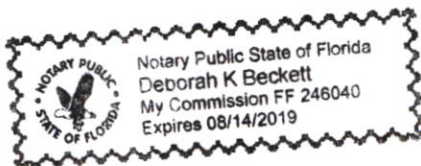


EXHIBIT "A"

Legal Description of Property

ALL PROPERTY SHOWN ON THAT CERTAIN PLAT OF ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 3 BLOCKS "K1", "K2" AND "H3", RECORDED IN PLAT BOOK _____, PAGES _____ THROUGH _____, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, LESS AND EXCEPT ANY PROPERTY DEDICATED TO THE PUBLIC THEREON.