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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

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**This Instrument Prepared by:**

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**NINTH AMENDMENT AND SUPPLEMENTAL DECLARATION  
TO AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
SKYE RANCH**

THIS NINTH AMENDMENT AND SUPPLEMENTAL DECLARATION TO AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SKYE RANCH ("Ninth Amendment and Supplemental Declaration") is made this 20 day of June, 2024, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Master Declarant").

WHEREAS, Master Declarant recorded that certain Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Skye Ranch on October 1, 2020, as Instrument # 2020135968, of the Public Records of Sarasota County, Florida, as amended/or supplemented (the "Master Declaration"); and

WHEREAS, Master Declarant is desirous of amending the Master Declaration to modify the Home product types within the Esplanade at Skye Ranch Neighborhood to include Twin Villa Units (as hereinafter defined); and

WHEREAS, Master Declarant is desirous of amending the Master Declaration to designate certain Property within the Esplanade at Skye Ranch Neighborhood as "Twin Villa Units"; and

WHEREAS, the Master Declaration provides in Section 10.3 that a Supplemental Declaration may be used to impose additional covenants, restrictions and easements on portions of the Community, including, without limitation, covenants obligating the Master Association to maintain and insure specific property and authorizing the Master Association to recover its costs through Benefited Assessments; and

WHEREAS, Master Declarant is desirous of further amending the Master Declaration as provided herein; and

WHEREAS, the Master Declaration provides in Section 19.1 that until termination of the Class "B" Control Period, Master Declarant may unilaterally amend the Master Declaration if such amendment is necessary for any purpose which does not materially adversely affect title to any Lot; and

WHEREAS, the termination of the Class "B" Control Period has not occurred as of the date of this Ninth Amendment and Supplemental Declaration; and

WHEREAS, this Ninth Amendment and Supplemental Declaration does not materially adversely affect title to any Lot; and

WHEREAS, Master Declarant, as owner of the Twin Villa Units described on Exhibit "A" attached hereto and made a part hereof, now desires to impose the additional covenants and restrictions set forth on Exhibit "B" attached hereto and incorporated herein by this reference ("Additional Twin Villa Covenants"), on the Twin Villa Units described on Exhibit "A," as such Additional Twin Villa Covenants may, from time to time, be amended and/or modified; and

WHEREAS, this Ninth Amendment and Supplemental Declaration obligates the Master Association to maintain specific portions of the Twin Villa Units; and

WHEREAS, the Master Association is joining in this Ninth Amendment and Supplemental Declaration to acknowledge its maintenance responsibilities described herein.

NOW, THEREFORE, Master Declarant hereby makes this Ninth Amendment and Supplemental Declaration and hereby declares that the Twin Villa Units described on Exhibit "A" hereto 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 Master Declaration as modified by the Additional Twin Villa Covenants attached as Exhibit "B" to this Ninth Amendment and Supplemental Declaration, and further amends the Master Declaration as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The definitions provided in the Master Declaration are incorporated herein by reference.
3. Section 2.1, Defined Terms, of the Master Declaration is hereby amended to add the following new defined terms:

**"Common Structural Elements": all utility lines, party walls, roofing, bearing walls and exterior finishes, foundation, primary walls and shared entry access sidewalks as more fully described in the Additional Twin Villa Covenants applicable to the Twin Villa Units only, as set forth herein.**

**"Habitat Management Plan": shall have the meaning set forth in Article XVII.**

**"Habitat Stewardship Committee": shall have the meaning set forth in Article XVII.**

**“NWF”: National Wildlife Federation, a 501(c)(3) non-profit conservation organization.**

**“TM”: Taylor Morrison Home Corporation, an affiliate of Master Declarant.**

**“Twin Villa Unit”: any parcel of land within Esplanade at Skye Ranch, as shown on the Plat, upon which a Twin Villa Unit has or will be constructed by Master Declarant or a Builder, together with the Improvements thereon, and any other portion of the Property within Esplanade at Skye Ranch that is declared to be a Twin Villa Unit by a Supplemental Declaration, provided, however, that no portion of any Community System shall be deemed to be part of a Twin Villa Unit unless and until same is made such pursuant to the terms of this Master Declaration, if at all.**

4. Subsection A of Section 5.1, By the Owners, of the Master Declaration is hereby amended to read as follows:

5.1 By the Owners.

A. The Owner of each Lot must keep and maintain the Lot and the Improvements thereon, **to the extent not otherwise maintained by the Master Association as provided for herein,** including equipment and appurtenances in good order, condition and repair, and must perform promptly all maintenance and repair work within, upon and outside of such Owner's Lot and Home which, if omitted, could adversely affect Skye Ranch, the other Owners or the Master Association and its Members. The Owner of each Lot shall be responsible for any damages caused by a failure to so maintain such Lot, Improvements and Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, all of the physical structures constructed in, upon, above or below the Lot, and physical items attached or connected to such structures that run beyond the boundary line of the Lot which exclusively service or benefit the Lot and Home, **to the extent not otherwise maintained by the Master Association as provided for herein.** The Owner of each Lot shall also be responsible for the replacement of all turf and plant replacement for any turf or landscaping that may die and the Owners shall responsible for the replacement of all turf and landscaping on such Owner's Lot. The Master Association will be responsible for the evaluation and documentation of any dead turf and plants that were part of the original landscape installed by Declarant at the time the Lot becomes a Completed Lot. All turf and plants will be evaluated bi-annually with any turf that is dead or beyond reasonable recovery replaced with Community standard grass, and all dead plants or plants that are beyond reasonable recovery replaced at the Owners expense when conditions are favorable for new plant survival. Plants will either be replaced with the same plant variety or another variety that is less problematic and compatible with the remaining landscape. The Master Association retains the right to modify plants on the approved plant list and to modify plant arrangement in beds

whenever certain plants become overly problematic to maintain, given specific site conditions. The evaluation process will be conducted by a qualified agent of the Master Association to properly document probable cause of plant and turf decline. All landscape maintenance related factors including, but not limited to, irrigation management, over-spray caused by post emergent herbicide applications and turf burn due to improper distribution rates will be communicated to the Master Association's landscape vendor for assessment and replacement as needed when such situations arise. Owners will receive a notification bi-annually (Spring & Fall) if there are any landscape replacements items that need replacement. The Master Association will allow the Owner thirty (30) days from the date of the letter to fix the items listed in the letter. If the Owner chooses not to address the item(s), the Master Association shall levy a Benefited Assessment against such Owner's Lot for the costs and expenses for such replacement, which will become due within thirty (30) days of completion of the work. Additionally, the painting, caulking and maintenance of the exterior surface of all walls, doors, windows and roof of the physical structure of the Home shall be performed by the Owner, and the exterior surface of such walls, doors, windows and roof shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner, **to the extent not otherwise maintained by the Master Association as provided for herein.** The Owner of a Lot further agrees to pay for all utilities (including, without limitation, those provided by the Community Systems), such as telephone, cable or satellite television, water (but excluding water associated with irrigation of the Master Association Property which shall be an Operating Expense of the Master Association), sewer, sanitation, electric, etc., that may be separately billed or charged to each Home. The Owner of each Lot shall be responsible for insect and pest control within the Home and the Lot. Whenever the maintenance, repair and replacement of any items which an Owner is obligated to maintain, repair or replace at such Owner's own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Master Association, the proceeds of the insurance received by the Master Association shall be used for the purpose of making such maintenance, repair or replacement, except that the Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

**If an Owner makes any modifications, installations or additions to his or her Twin Villa Unit or the Common Structural Elements, the Owner and his or her successors in title shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the cost of repairing any damage to the Common Structural Elements resulting from such modifications or additions. Whenever an Owner contracts for the maintenance, repair, replacement, alteration, addition or improvement of any portion of the Twin Villa Unit or the Common Structural Elements, whether with or without the Master**

Association's approval, such Owner shall be deemed to have warranted to the Master Association and its respective Members that his or her contractor(s) are properly licensed and fully insured and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance. The Owner also agrees to comply with the requirements of Chapter 713, Florida Statutes, and to indemnify the Master Association and its Members from any construction liens which may attach to the Property, and which are attributable to work performed by or for the benefit of the Owner.

5. Section 5.2, By the Master Association, of the Master Declaration is hereby amended to add the following new subsections F, G, H, I and J to read as follows:

F. The Master Association shall be responsible for the painting of the exterior surface of the walls, doors and windows of the Twin Villa Units and any maintenance beneath the exterior of a Twin Villa Unit which is required in order to effectuate repairs to the exterior, except for windows, window washing and screens, which shall be the responsibility of each Twin Villa Unit Owner, and except for the Party Walls between two (2) Twin Villa Units, the maintenance of which is the responsibility of the Owners of the Twin Villa Units adjacent to such Party Walls pursuant to the Twin Villa Supplemental Declaration. There is hereby reserved in favor of the Master Association the right to enter upon any and all Lots for the purpose of such maintenance of the Twin Villa Units.

G. The Master Association shall be responsible for the maintenance, repair and replacement and painting of the Exterior Finish of the Buildings. There is hereby reserved in favor of the Master Association the right to enter upon any and all Twin Villa Units for the purpose of such maintenance of the Exterior Finish of the Buildings.

H. The Master Association shall be responsible for the maintenance, repair and replacement of the Roofing, as described in the Twin Villa Supplemental Declaration. There is hereby reserved in favor of the Master Association the right to enter upon any and all Twin Villa Units for the purpose of such maintenance of the Roofing.

I. All expenses incurred by the Master Association in connection with the services and maintenance described in subsections F, G and H herein are Operating Expenses, payable by each Owner of a Twin Villa Unit under the provisions of this Master Declaration concerning Benefited Assessments. Should the maintenance, repair or replacement provided for in subsections F, G and H be caused by the negligence of or misuse by an Owner, his or her family, guests, servants, invitees, or lessees, such Owner shall be responsible therefor, and the Master Association shall have the right to levy a Special Assessment against such Owner's Home and said Special Assessment shall

constitute a lien upon the Home with the same force and effect as liens for Operating Expenses.

J. While the Master Association may agree to provide certain maintenance services to Twin Villa Units as set forth in this Master Declaration, the Master Association is not a guarantor of the condition of any Twin Villa Unit or any improvements thereon or attached thereon. In the event that any damage or injury occurs to any Owner or occupant of a Twin Villa Unit as a result of the failure of the Master Association to perform such maintenance, the Master Association's liability shall be limited to performing the maintenance otherwise required by this Master Declaration, and the Master Association shall not be responsible for consequential damages, personal injury or punitive damages of any kind. Master Declarant may have provided Owners with warranties that extend for some period of time after completion of the improvements on each Twin Villa Unit. In the event that repairs may be necessary during the warranty period, Owners are advised to first determine whether the repairs are covered by any existing warranties.

6. Section 5.3, Insurance on Lots; Casualty Losses, of the Master Declaration is hereby amended to read as follows:

5.3. Insurance on Lots; Casualty Losses.

Each Owner shall maintain property insurance providing fire and extended coverage at full replacement cost, less a reasonable deductible, on all insurable improvements located on such Owner's Lot, to the extent such responsibility is not assigned to or assumed by the Master Association pursuant to this Master Declaration or any applicable Supplemental Declaration. In addition, every Owner shall be obligated to obtain and maintain at all times insurance covering consequential damages to any other Lot or the Common Area due to occurrences originating within the Owner's Lot caused by the negligence of the Owner, the failure of the Owner to maintain the Lot, and any other casualty within the Lot which causes damage to the Lots or the Common Area, to the extent such coverage is not provided by policies maintained by the Master Association or to the extent insurable losses may result in the Owner's liability for payment of deductibles under the Master Association's policies. Such insurance policy or policies shall name the Master Association as an additional insured. Unless a Mortgagee is named as the loss payee under any such policy, the Master Association shall be named as an additional loss payee.

In the event of damage to or destruction of a structure on a single family Lot, the Owner shall promptly repair or reconstruct the structure in a manner consistent with the original construction or other plans and specifications approved in accordance with Article IV, except that if the Master Association has assumed responsibility for insurance coverage hereunder, the Master Association shall,

subject to the limitations above, be responsible for repair or reconstruction of those portions of the structure on the Lot for which the Master Association has expressly, in writing, assumed insurance responsibility.

In the event of damage to or destruction of a Twin Villa Unit, the Master Association shall promptly repair or reconstruct the Twin Villa Unit in a manner consistent with the original construction or other plans and specifications using the insurance proceeds and to the extent the insurance proceeds are inadequate, the Owner or Owners whose Twin Villa Units have been damaged shall be responsible for the deficiency between the costs of the repair and the proceeds from the insurance. Further, the Master Association shall be entitled to levy on the Twin Villa Unit Owner a Special Assessment equal to the cost of performing such repair or reconstruction and any such Special Assessment shall constitute a lien upon the applicable Twin Villa Unit with the same force and effect as a lien for Operating Expenses.

Each Owner shall provide a certificate evidencing such insurance to the Master Association within ten (10) days of any written request from the Board of Directors. In addition, if the Board so requests, each Owner shall file with the Master Association a copy of the individual policy or policies covering his or her Lot. Each Owner shall promptly notify the Board in writing in the event such policy on his or her Lot is canceled. In the event that an Owner fails to obtain any insurance which the Owner is required to obtain hereunder, or permits such insurance to lapse, the Master Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess the costs thereof to the Owner and the Owner's Lot.

~~In the event of damage to or destruction of a structure on a Lot, the Owner shall promptly repair or reconstruct the structure in a manner consistent with the original construction or other plans and specifications approved in accordance with Article IV, except that if the Master Association has assumed responsibility for insurance coverage hereunder, the Master Association shall, subject to the limitations above, be responsible for repair or reconstruction of those portions of the structure on the Lot for which the Master Association has expressly, in writing, assumed insurance responsibility.~~

Master Declarant, Builders and their respective Affiliates shall be exempt from the provisions of this Section 5.3, provided that any such reconstruction, rebuilding or repairs made by Master Declarant or Builder shall be consistent, as to the exterior appearance, with the improvements as they existed prior to the damage or other casualty.

7. Section 8.2, Operating Expenses, of the Master Declaration is hereby amended to read as follows:

## 8.2. Operating Expenses.

The following expenses of the Master Association are hereby declared to be Operating Expenses which the Master Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Governing Documents: (1) any and all taxes and tax liens which may be assessed or levied at any and all times against the Master Association Property, the Community Systems or against any and all personal property or Improvements thereon; (2) all charges levied for Community Systems or other utilities providing services for the Master Association Property or to Owners on a bulk basis, such as water, gas, electricity, telephone, cable television, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (3) the premiums on policies of insurance including, but not limited to, liability and casualty insurance for the Master Association Property and directors and officers liability insurance for the officers and directors of the Master Association; **OWNERS ARE OBLIGATED TO OBTAIN PROPERTY AND CASUALTY INSURANCE ON THEIR RESPECTIVE HOMES AS THE MASTER ASSOCIATION DOES NOT CARRY SUCH INSURANCE**; (4) any sums necessary for the maintenance and repair of the Master Association Property and all Improvements located thereon **or the Common Structural Elements which are the responsibility of the Master Association to maintain as described in this Master Declaration (Roofing and Exterior Finish only)**; (5) administrative and operational expenses; (6) fees and other costs of water usage relating to the use, maintenance and repair of the Irrigation System(s) including, without limitation, all consumption and usage fees; (7) all sums necessary for the maintenance and repair of the Surface Water and Storm Water Management System, including, without limitation, work within retention areas, drainage structures and drainage easements; and (8) any and all expenses deemed to be Operating Expenses by the Master Association under this Master Declaration. The Board may, if it so determines, include reserves in the Master Association's annual budget. **Reserves for future maintenance, repair and replacements are specifically excluded from Operating Expenses.** In addition, any expense which is required by this Master Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Master Association Property or any portion thereof or Improvements thereon **or the Common Structural Elements which are the Master Association's responsibility to maintain (Roofing and Exterior Finish only)**; any casualty loss affecting the Master Association or the Master Association Property **or the Common Structural Elements which are the responsibility of the Master Association to maintain as described in this Master Declaration (Roofing and Exterior Finish only)** to the extent such loss exceeds the insurance proceeds, if any, receivable by the Master Association as a result of such loss; any



judgment against the Master Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Master Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Master Association as a result of such judgment, or an agreement by the Master Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Master Association as a result of such settlement agreement; and Legal Fees incurred by the Master Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Master Association in connection with the collection of Assessments or other charges which Owners are obligated to pay pursuant to the Governing Documents or the enforcement of the use and occupancy restrictions contained in the Governing Documents, and except Legal Fees incurred for lawsuits not approved pursuant to Section 7.5.

The Operating Expenses with respect to the Master Association Property are payable by each Owner to the Master Association notwithstanding the fact that Master Declarant may not have as yet conveyed title to the Master Association Property to the Master Association.

The Operating Expenses with respect to the Neighborhood Property (as hereinafter defined) shall be allocated amongst the Owners within such Neighborhood to which the Neighborhood Property has been assigned.

**Reserves and expenses with respect to the Common Structural Elements which are the responsibility of the Master Association to maintain as described in this Master Declaration (Roofing and Exterior Finish only) are payable only when such Twin Villa Unit becomes a Completed Lot.**

8. Section 9.3, Special Assessments, of the Master Declaration is hereby amended to read as follows:

9.3. Special Assessments.

“Special Assessments” include, in addition to other Assessments designated as Special Assessments in the Governing Documents and whether or not for a cost or expense which is included within the definition of “Operating Expenses,” those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Master Association Property **and/or the Common Structural Elements which are the responsibility of the Master Association to maintain as described in this Master Declaration (Roofing and Exterior Finish only)** or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. In addition, Special Assessments may be levied against particular Lots to the exclusion of

others. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Lot Assessment. Any Special Assessments assessed against Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner and using the same 20:1 ratio as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment after the Turnover shall require the affirmative assent of at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws, however, and notwithstanding anything in this Master Declaration to the contrary, the Board acting alone and without the consent of Members may levy Special Assessments for the following: (a) repair, reconstruction, or replacement of damaged or destroyed Improvements previously existing on Master Association Property (including, without limitation, landscaping), (b) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to, Master Association Property, or (c) uprighting or removing any fallen or dislodged trees as set forth in Section 5.2 above; which shall not require such affirmative assent of at least two-thirds (2/3) of the votes of all Members. Prior to the Turnover, a Master Declarant controlled Board may not levy a Special Assessment unless a majority of the Members (other than Master Declarant) has approved the Special Assessment by a majority vote at a duly called special meeting of the Members at which a quorum is present. Special Assessments are not included in any Deficit funding or subsidizing of the Budget as set forth in Section 9.8 below.

9. Section 9.5, Benefited Assessments, of the Master Declaration is hereby amended to add new Subsections (i) and (j) to read as follows:

9.5. Benefited Assessments.

The Master Association may levy Benefited Assessments against one or more particular Lots as follows:

(a) to cover the costs, including, without limitation, overhead and administrative costs, of providing services to a Lot upon request of the Owner pursuant to any menu of special services which the Master Association may offer (which might include the items identified in Section 7.6) or pursuant to a Supplemental Declaration. Benefited Assessments for special services may be levied in advance of the provision of the requested service;

(b) to cover costs incurred in bringing a Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests, including, without limitation, Legal Costs, subject to the limitations of Section 7.4, as applicable;

(c) to cover the costs and expenses charged to the Master Association under the Bundled Services Agreements shall be apportioned equally, but only amongst those Homes with respect to which the Master Association is being charged under or pursuant to the Bundled Services Agreement;

(d) to cover the costs and expenses charged to the Master Association for the maintenance, repair and replacement of the Neighborhood Property (as hereinafter defined);

(e) to cover the costs and expenses charged to the Master Association pursuant to any contract for the Lot landscape maintenance for the Esplanade at Skye Ranch Neighborhood, including landscape plant replacement and turf replacement as determined by the Board, and for any landscaping that may die from natural causes or Owner negligence as determined by the Board and the landscape maintenance company;

(f) to cover any "Lifestyle Fee" for the Owners within the Esplanade at Skye Ranch Neighborhood for exclusive events that may be offered to such Owners;

(g) to cover the costs and expenses charged to the Master Association for mulch replacement for the Lots within the Esplanade at Skye Ranch Neighborhood; and

(h) to cover the costs and expenses charged to the Master Association for irrigation to the Lots within the Esplanade at Skye Ranch Neighborhood and related facilities, and the maintenance, repair and replacement of the Irrigation System serving the Lots within the Esplanade at Skye Ranch Neighborhood, including, but not limited to, irrigation timers, solenoids and valves, including any damage caused by power surges that are beyond the ability of the Master Association or its vendors to control;

**(i) to cover the costs and expenses charged to the Master Association for any repairs to the shared roofing; and**

**(j) to cover costs incurred by the Master Association for force-placing insurance on any Twin Villa Unit, but only amongst those Twin Villa Units with respect to which the Master Association is being forced to carry the insurance coverage required by the Owners to be carried herein.**

10. Section 9.10 of the Master Declaration is hereby amended to read as follows:

9.10. ~~Working Fund~~ **Resale Contribution.**

Each subsequent Owner of a Completed Lot (meaning any Owner who purchases a Lot from a previous Owner other than Master Declarant or a Builder) shall pay to the Master Association a ~~Working Fund~~ Resale Contribution at the time legal title is conveyed to such Owner by the previous Owner. The ~~Working Fund~~ Resale Contribution shall be Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) for each Completed Lot and each subsequent conveyance of the Completed Lot. The amount of the ~~Working Fund~~ Resale Contribution is subject to change in the Board's sole discretion. The purpose of the ~~Working Fund~~ Resale Contribution is to ensure that the Master Association will have cash available for initial start-up expenses, to meet unforeseen expenditures and to acquire additional equipment and services deemed necessary or desirable by the Board. ~~Working Fund~~ Resale Contributions are not advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot Assessments, nor will they be held in reserve. ~~Working Fund~~ Resale Contributions may also be used to offset Operating Expenses or may be paid into the reserve account.

11. Article IX of the Master Declaration is hereby amended to add a new Section 9.12 as follows:

**9.12. Minimum Purchases.**

**At such time as the Board adds an amenity which provides food and beverages, the Master Association reserves the right to implement a policy which will require each Owner within the Esplanade at Skye Ranch Neighborhood to purchase at least a minimum amount of food or beverages annually ("Minimum Food & Beverage Fee") from the Master Association or be billed for the minimum amount. The annual Minimum Food & Beverage Fee will be determined by the Board.**

12. The Declaration is hereby amended to add a new Article XXI to read as follows:

**ARTICLE XXI**  
**NATIONAL WILDLIFE FEDERATION CERTIFIED HABITATS**

**21.1. National Wildlife Federation and NWF Certified Wildlife Habitats®.**

**The National Wildlife Federation ("NWF"), a 501(c)(3) non-profit conservation organization, works across the country to preserve the values of conservation, increase America's fish and wildlife populations, and enhance their capability to thrive in a rapidly changing world. To achieve such goals, NWF certifies certain areas as National Wildlife Federation Certified Wildlife Habitats®, in order to improve and preserve natural areas for the benefit of wildlife.**

**21.2. NWF Certified Wildlife Habitats® in Taylor Morrison Communities.**

Taylor Morrison Home Corporation ("TM"), an affiliate of Master Declarant, is dedicated to creating and curating residential communities that elevate residents' living experiences through a multitude of offerings, including, without limitation, harmony with the nature and sense of pride and ownership in conserving, protecting and restoring wildlife habitats. To that end, TM has partnered with NWF to create and maintain National Wildlife Federation Certified Wildlife Habitats® within certain Common Areas of this Community and other communities developed by TM affiliates nationwide. National Wildlife Federation Certified Wildlife Habitats® within TM-affiliated communities may include, but are not limited to, Certified Habitat Open Space, Certified Monarch Gardens, and Certified Nature Play Spaces™.

### 21.3. Maintenance Requirements and Habitat Stewardship Committee.

To maintain the certification of the National Wildlife Federation Certified Wildlife Habitats®, the Community must adhere to the specific requirements delineated in the "Habitat Management Plan" for this Community ("Habitat Management Plan"), which plan shall be prepared and approved by NWF, may be amended by NWF from time to time, and shall be available for review at the Master Association's office or through electronic delivery upon any Owner's written request. Those requirements may include, without limitation, (a) engaging maintenance contractors who are knowledgeable about wildlife conservation and qualified to maintain National Wildlife Federation Certified Wildlife Habitats®, (b) preventing undue disturbance to the National Wildlife Federation Certified Wildlife Habitats®, (c) filing annual reports and monitoring data, (d) maintaining documentation regarding environmental conditions, and (e) paying an annual re-certification fee to NWF. The Habitat Management Plan also sets forth standards and guidance for the preservation of natural areas and the promotion of successful long-term habitat stewardship. The Master Association shall appoint a committee (a "Habitat Stewardship Committee") to be responsible for (i) executing the Habitat Management Plan, (ii) maintaining all National Wildlife Federation Certified Wildlife Habitats® in the Community to the standards set forth in the Habitat Management Plan, and (iii) enforcing other elements and requirements in the Habitat Management Plan to maintain such certification. The Master Association shall have the right to enact the charter for the Habitat Stewardship Committee and amend the same from time to time, which charter shall set forth the composition of the committee members, their term of service and other matters commonly seen in similar charters. All costs and expenses of maintaining the National Wildlife Federation Certified Wildlife Habitats® within this Community and such certification (including, without limitation, complying with all of the requirements thereof or relating thereto) shall be an Operating Expense included in the Master Association's annual budget to be paid by each Owner through regular assessments pursuant to this Master Declaration.

#### 21.4. Term and Amendment.

Wildlife habitat restoration and protection is a long term investment. In addition, it is important to protect the interests and expectation of Owners who purchased Homes in the Community recognizing and identifying with the unique values of National Wildlife Federation Certified Wildlife Habitats®. Accordingly, the Master Association, directly or through the Habitat Stewardship Committee, shall continue to maintain the National Wildlife Federation Certified Wildlife Habitats® in the Community and such certification pursuant to this Article XXII. Notwithstanding anything in this Declaration to the contrary, on or after Turnover, this Article XXII shall not be amended without the prior written approval of Owners holding at least seventy-five (75%) of the votes of the membership of the Master Association.

#### 21.5. Disclaimers; Waiver of Claims and Indemnity and Release of Liability.

The National Wildlife Federation Certified Wildlife Habitats® in the Community are designed and anticipated to attract birds and wildlife. The presence of certain wildlife may be a danger to people (especially children and the elderly) and pets. Owners and their tenants and guests and others working in or visiting the Community must remain vigilant and closely watch their children, others in their custody, and their pets in the Community and particularly in the vicinity of or inside any National Wildlife Federation Certified Wildlife Habitats®. There also may be, from time to time, transmission of odors due to the presence of wildlife.

By accepting a deed to a Lot, each Owner, on behalf of themselves, all of their Participants, and their respective heirs, successors, executors, administrators, legal representatives, permitted assigns, and subrogates, understands and acknowledges that being in close proximity to and/or participating in Activities on, within, and/or near the National Wildlife Federation Certified Wildlife Habitats® within TM-affiliated communities, including, without limitation, Certified Habitat Open Spaces, Certified Monarch Gardens, and Certified Nature Play Spaces™, involve inherent risks and dangers, and that any person in close proximity to such areas or Participant may sustain Injury, including, without limitation, serious bodily injury, including temporary or permanent disability, paralysis and death, as well as property damage. Such risks may include, but are not limited to, walking and climbing on natural rock beds which could be slippery, steep or unstable; falling and/or tripping hazards, like tree stumps and rocks; sharp hazards, like sticks and rocks, which may result in Injury, including, without limitation, cuts, scrapes, splinters, and bruising; interaction with insects or wildlife, which may result in Injury, including, without limitation, bites and infestations by mosquitoes, ticks, chiggers, fleas or other insects that may be

present; and Injury or infection by wild animals that may be present in such areas, including, but not limited to, birds, skunks, opossum, raccoons, snakes, lizards, frogs, badgers, moles, squirrels, stray dogs, and/or stray cats. Such risks and dangers may be caused by a Participant's own actions or inactions, the actions or inactions of others, the condition of such areas, adverse weather conditions, or the negligence of the Released Parties, TM, and the Habitat Stewardship Committee, and their respective employees, owners, directors, officers, consultants and agents (collectively, the "NWF Released Parties").

BY ACCEPTANCE OF A DEED OR TITLE TO THEIR HOME OR BY USE OF THEIR HOME, EACH OWNER, ON BEHALF OF THEMSELVES AND ALL OF THEIR PARTICIPANTS, SHALL BE DEEMED TO HAVE VOLUNTARILY AND FREELY ASSUMED ALL RISKS AND DANGERS THAT MAY OCCUR AS A RESULT OF BEING ON, WITHIN, AND/OR NEAR THE NATIONAL WILDLIFE FEDERATION CERTIFIED WILDLIFE HABITATS® AND/OR PARTICIPATING IN ANY ACTIVITY ON, WITHIN, AND/OR NEAR THE NATIONAL WILDLIFE FEDERATION CERTIFIED WILDLIFE HABITATS®, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.

By accepting a deed to a Lot, each Owner, for themselves, all of their Participants, and their respective heirs, successors, executors, administrators, legal representatives, permitted assigns, and subrogates, (i) KNOWINGLY AND INTENTIONALLY AGREES TO WAIVE, RELEASE, AND HOLD HARMLESS, to the fullest extent permitted by law, the NWF Released Parties from and against any and all claims, damages, causes of action or other liabilities resulting from or relating to any National Wildlife Federation Certified Wildlife Habitats® in the Community or their access to or Activities in or around any National Wildlife Federation Certified Wildlife Habitats®, (ii) shall be deemed to have understood, acknowledged, and agreed that (a) he or she is aware that the NWF Released Parties have no duty to supervise the Activities of any Participant or any other person on, within, and/or near the National Wildlife Federation Certified Wildlife Habitats®, (b) there will be no supervision whatsoever by the NWF Released Parties of any Activities that the Owner, other Participants, or persons may participate in at any time, and (c) the NWF Released Parties assume no responsibility or liability for the acts or omissions of any such persons nor for loss, damage or any kind of Injury sustained by any person as a result of, in connection to, or arising out of the National Wildlife Federation Certified Wildlife Habitats®, and (iii) shall be deemed to have expressly assumed all risks associated with each and every Activity, as well as all fixtures and equipment, whether natural, manmade, or otherwise, associated with each and every Activity.

If any term of provision of this Section is deemed invalid, illegal, or unenforceable in any respect, this Section shall be construed without the effect of such term or provision, and shall continue in full force and effect, and each

Owner shall continue to be bound by this Section, but without giving effect to such term or provision.

EACH OWNER, ON BEHALF OF THEMSELVES AND ALL OF THEIR PARTICIPANTS, SHALL BE DEEMED TO HAVE CAREFULLY READ, FULLY UNDERSTOOD, AND FREELY AND VOLUNTARILY ACCEPTED THE TERMS OF THIS SECTION—INCLUDING THE PARAGRAPH ABOVE BY WHICH EACH OWNER AGREES TO WAIVE, RELEASE, AND HOLD HARMLESS THE NWF RELEASED PARTIES AS MORE PARTICULARLY SPECIFIED THEREIN. BY ACCEPTANCE OF A DEED OR TITLE TO THEIR HOME OR BY USE OF THEIR HOME, EACH OWNER, ON BEHALF OF THEMSELVES AND ALL OF THEIR PARTICIPANTS, SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND CONSENTED TO GIVING UP CERTAIN LEGAL RIGHTS.

BY ACCEPTANCE OF A DEED OR TITLE TO THEIR HOME OR BY USE OF THEIR HOME, EACH OWNER SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT IF THE OWNER DOES NOT WISH TO OR IS NOT AUTHORIZED TO GRANT SUCH RIGHTS, RELEASES, OR WAIVERS ON BEHALF OF A PARTICIPANT, THE OWNER AND/OR OTHER PARTICIPANT(S) WILL NOT PARTICIPATE IN THE ACTIVITY OR ACTIVITIES LOCATED ON, WITHIN, AND/OR NEAR THE NATIONAL WILDLIFE FEDERATION CERTIFIED WILDLIFE HABITATS® AND WILL IMMEDIATELY LEAVE THE NATIONAL WILDLIFE FEDERATION CERTIFIED WILDLIFE HABITATS®, OTHERWISE THE CONTINUED PRESENCE OF THE OWNER AND/OR OTHER PARTICIPANT(S) WILL BE DEEMED AS EXPRESS CONSENT TO THE TERMS AND CONDITIONS OF THIS ARTICLE, IN ITS ENTIRETY.

21. Paragraph 35 of the Use Restrictions, Exhibit B to the Master Declaration, is hereby amended to read as follows:

35. All powered vehicles capable of exceeding 5 miles per hour are subject to restricted ~~prohibited from use on the Property unless they are licensed, registered, and insured. Specifically, a~~ Any motorcycle, moped, e-bike, autocycle or motorized scooter with a seat or saddle used in Skye Ranch may only be driven by a licensed driver, ~~and must be registered~~ properly registered with the Florida Department of Motor Vehicles and insured in accordance with Florida law, and are only permitted to be driven on the Roads. All-terrain vehicles (ATVs), motorized electric skateboards (e-skateboards) and three-wheelers may not be operated on any Roads, bike paths, walking paths or any of the Common Areas within the Skye Ranch Community. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Florida Statute, Section 316.003(83); and any other bona-fide "assistive technology devices" as defined in Florida Statute, Section 427.802(1); and any special mobile equipment



as defined under Florida Statute, Section 316.003(48) provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

(words ~~struck through~~ are deleted; words **bold and double-underlined** are added)

22. This Ninth Amendment and Supplemental Declaration shall become effective upon recording amongst the Public Records of Sarasota County, Florida.

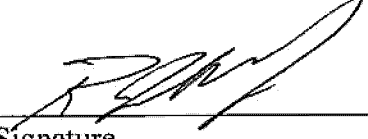
23. Except as modified hereby, the Master Declaration shall remain in full force and effect in accordance with the terms thereof.


*(SIGNATURES APPEAR ON THE FOLLOWING PAGE)*

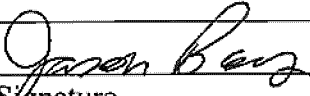
IN WITNESS WHEREOF, Master Declarant has executed this Ninth Amendment and Supplemental Declaration as of the day, month and year first above written.

Witnesses:

TAYLOR MORRISON OF FLORIDA, INC.,  
a Florida corporation

  
\_\_\_\_\_  
Signature  
RONALD SCHRIED  
\_\_\_\_\_  
Printed Name  
Address: 551 N. Cattleman Rd., Suite 200  
Sarasota, FL 34232

By:   
\_\_\_\_\_  
Printed Name: JOHN WOLLACK  
\_\_\_\_\_  
Title: VICE PRESIDENT

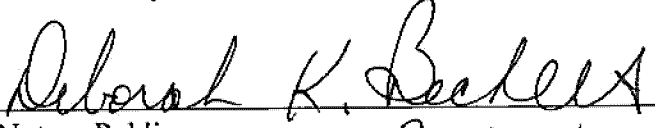
  
\_\_\_\_\_  
Signature  
JASON BOAZ  
\_\_\_\_\_  
Printed Name  
Address: 551 N. Cattleman Rd., Suite 200  
Sarasota, FL 34232

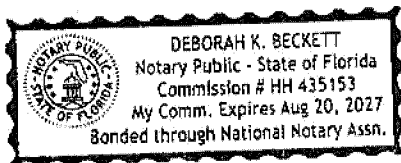
STATE OF FLORIDA                     )  
                                                          ) SS  
COUNTY OF SARASOTA             )

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 [x] physical presence or [ ] online notarization by John Wollack, as Vice President of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said company, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of June, 2024.

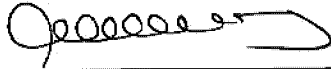
My Commission Expires:

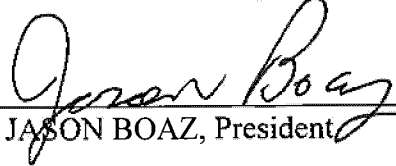
  
\_\_\_\_\_  
Notary Public  
Deborah K. Beckett  
\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

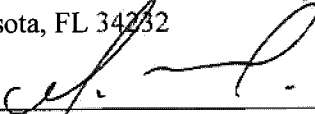


JOINED IN BY:

SKYE RANCH MASTER ASSOCIATION,  
INC., a Florida not-for-profit corporation

  
\_\_\_\_\_  
Signature  
Luis E. Odicio  
\_\_\_\_\_  
Printed Name  
Address: 551 N. Cattleman Rd., Suite 200  
Sarasota, FL 34232

By:   
\_\_\_\_\_  
JASON BOAZ, President

  
\_\_\_\_\_  
Signature  
G. De Astro  
\_\_\_\_\_  
Printed Name  
Address: 551 N. Cattleman Rd., Suite 200  
Sarasota, FL 34232


STATE OF FLORIDA        )

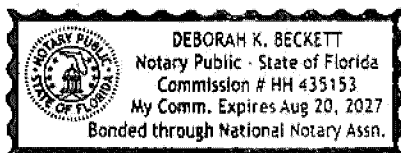
COUNTY OF SARASOTA    )

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 [x] physical presence or [ ] online notarization by **JASON BOAZ**, as President of **SKYE RANCH MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation freely and voluntarily under authority duly vested in him/her by said company, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of June, 2024.

My Commission Expires:

  
\_\_\_\_\_  
Notary Public  
Deborah K. Beckett  
\_\_\_\_\_  
Typed, printed or stamped name of Notary Public



**EXHIBIT A**

**ESPLANADE AT SKYE RANCH TWIN VILLA UNITS**

LOTS 4070 THROUGH 4097, SKYE RANCH NEIGHBORHOOD FOUR SOUTH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGES 508 THROUGH 525 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

LOTS 2099 THROUGH 2146, LOTS 2177 THROUGH 2186 AND LOTS 2203 THROUGH 2230, SKYE RANCH NEIGHBORHOOD FOUR NORTH ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 54, PAGES 218 THROUGH 246 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

LOTS 5046 THROUGH 5067, SKYE RANCH NEIGHBORHOOD FIVE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 56, PAGES 371 THROUGH 393 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

## **EXHIBIT "B"**

### **ADDITIONAL TWIN VILLA COVENANTS**

#### **SECTION I. COMMON STRUCTURAL ELEMENTS**

Each Building in Esplanade at Skye Ranch containing Twin Villa Units shall contain Common Structural Elements ("Common Structural Elements") which include, but are not limited to, the following:

2.1.1. Utility Lines. All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located on, under or within the Building and which directly or indirectly in any way service more than one (1) Twin Villa Unit in the Building.

2.1.2. Party Walls. All division walls ("Party Walls") between two (2) Twin Villa Units located upon a Lot line between two (2) Twin Villa Units, provided that the mere fact that such a division wall between two (2) Twin Villa Units is found to be not on a Lot line shall not preclude that division wall from being a Party Wall. The Owners of the Twin Villa Units adjacent to a Party Wall shall own such Party Wall as tenants in common. The Owners of the Twin Villa Units sharing Party Walls shall be jointly responsible for all maintenance, repairs and replacement of the Party Walls and the Master Association shall not have any responsibility for the maintenance, repair or replacement of any Party Wall. No Owner shall make any hole or penetration of any Party Wall. Any Owner who causes damage to any Party Wall through his or her acts or omissions, or through the acts or omissions of the Owner's tenants, guests, invitees or members of the Owner's household or family, shall be liable to the other Owner(s) of the Party Wall for the cost of repairing such damage and restoring the Twin Villa Unit and property of the other Owner(s) to the condition they were in immediately prior to such damage. If the Owner does not repair damages to a Party Wall that he or she is responsible for within thirty (30) days of the report in writing of such damage, the Master Association may cause the damage to be repaired and collect all costs from the responsible party. The Board may, in its sole and absolute discretion, elect to assist the Owners of Party Walls in the peaceful resolution of any disputes concerning the Party Walls through voluntary binding mediation. If the Board elects to assist by providing voluntary binding mediation for the Owners of the Party Wall, the Board shall have no liability whatsoever for the outcome of the mediation, or the failure of any Owner to respect the agreement but will have authority to cause the repairs to be made and collect all costs from the Owner found to be at fault if he refuses to make or pay for the repairs. No Master Association funds shall be expended to provide voluntary binding mediation services to the Owners of Party Walls, and such Owners shall agree to pay any expenses incurred for such mediation.

2.1.3. Roofing. The entire roof of the Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim, soffit and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing."

2.1.4. Bearing Walls. Any and all walls or columns necessary to support the Building structure, all of which are collectively referred to herein as “Bearing Walls.”

2.1.5. Exterior Finish. Any and all cementitious finish, trim, exterior sheathings and other exterior materials and appurtenances and paint on the exterior of the Building, all of which are collectively referred to herein as the “Exterior Finish.”

2.1.6. Foundation. The entire concrete floor slab and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the “Foundation.”

2.1.7. Shared Entry Access Sidewalks. Any shared entry access sidewalks constructed along the Lot lines, all of which are collectively referred to as the “Shared Entry Access Sidewalks.” The Owners of the Twin Villa Units sharing any Shared Entry Access Sidewalks shall be jointly responsible for keeping the Shared Entry Access Sidewalks clean and stain free. The Master Association shall only be responsible for the repair or replacement of any Shared Entry Access Sidewalks and shall not be responsible for the daily type maintenance of any Shared Entry Access Sidewalks. No Owner shall make any hole or penetration of any Shared Entry Access Sidewalks or impede another Owner’s access to his or her Twin Villa Unit over any Shared Entry Access Sidewalks. Any Owner who causes damage to any Shared Entry Access Sidewalks through his or her acts or omissions, or through the acts or omissions of the Owner’s tenants, guests, invitees or members of the Owner’s household or family, shall be liable to the other Owner(s) of the Shared Entry Access Sidewalks for the cost of repairing such damage and restoring the Shared Entry Access Sidewalks and property of the other Owner(s) to the condition they were in immediately prior to such damage.

2.1.8. Should the Common Structural Elements or a part thereof extend beyond the Lot, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Common Structural Elements as same shall be constructed and for the maintenance, repair and replacement thereof, are hereby imposed.

2.1.9. In the event any Common Structural Element or part thereof located within a Twin Villa Unit requires non-routine maintenance, repair or replacement and the necessity for such non-routine maintenance, repair or replacement was not due to any act or failure to act on the part of the Owner of the Twin Villa Unit in question, the cost of such non-routine maintenance, repair or replacement shall be a Benefited Assessment shared by all Twin Villa Unit Owners in Esplanade at Skye Ranch. Routine maintenance, such as repairing cracks in the stucco, is performed by the Master Association and the costs and expenses of such routine maintenance shall be part of the Operating Expenses of the Master Association and shared by all Twin Villa Unit Owners in Esplanade at Skye Ranch.

## **SECTION II. COVENANTS REGARDING TWIN VILLA UNITS.**

Without limiting the types of Twin Villa Units which may be developed within Esplanade at Skye Ranch, Declarant may construct Twin Villa Units within Esplanade at Skye Ranch. The restrictions, covenants, and provisions set forth herein shall apply to such Twin Villa Units, and may be modified, deleted, or supplemented by subsequent amendment.

A. Utility Easements. Each Owner of a Twin Villa Unit grants to all other Owners owning a Twin Villa Unit in the same Building a perpetual utility easement for water, sewer, power, telephone and other utility and service company lines and systems installed beneath or within the Twin Villa Unit.

Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines affecting all Twin Villa Units within a Building, and which are located beneath or within the Building shall be shared equally by each of the Owners in the Building affected; provided, however, that where the necessary access by authorized personnel of the utility or service company is required because of the intentional or negligent misuse of the utility or service company line or system by an Owner, their lessee, licensee, invitee, or agent, any expense arising therefrom shall be borne solely by such Owner. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines located within the Master Association Property shall be paid by the Master Association as a Common Expense, or where appropriate, in the sole discretion of the Board, through a Service Area Assessment.

B. Common Walls and Roof.

The Twin Villa Units comprising each Building are single family Twin Villa Units with common walls, known as "party walls," between each Twin Villa Unit that adjoins another Twin Villa Unit. The center line of a party wall is the common boundary of the adjoining Twin Villa Unit.

Each common wall in a Twin Villa Unit shall be a party wall, and any party to said wall, his or her heirs, successors, and assigns shall have the right to use same jointly with the other party to said wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete or other material forming said party wall.

The cost of maintaining each side of a party wall shall be borne by the Owner using said side, except as otherwise provided herein.

Owners of Twin Villa Units will be allowed to install screen enclosures on the Party Wall in the rear yard of the Lot with the Architectural Control Committee's approval. Each Owner must install the screen enclosure in such a manner that allows for the neighboring Owner to have a screen enclosure installed and there shall be enough room on the Party Wall for each Owner of the Party Wall to install a screen enclosure without a shared frame. The installation of the screen enclosure must provide for, or allow enough room for, the cleaning of debris between the enclosures, or the screen enclosures shall be designed to prevent debris from getting between the screen enclosures. Installation of the screen enclosures on the Party Wall must be from the inside of the screen enclosure (instead of the outside as it is normally with lower floor ground units). Owners shall be responsible for the cleaning, maintenance, repair and replacement of the screen enclosure as well as all maintenance, repair and replacement of the Party Wall as it pertains to such screen enclosure.

The entire roof of the Building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "shared roofing." The Master Association shall be responsible for the repair and replacement of the shared roofing and shall collect reserves from the Twin Villa Unit Owners for the replacement of the shared roofing.

C. Maintenance of the Exterior of the Twin Villa Units. Each Owner shall at all times be responsible for the maintenance and care of the exterior surfaces of his or her Twin Villa Unit. The phrase "exterior surfaces of the Twin Villa Unit" shall include, but not be limited to, the exterior walls and shared roofing. Each Owner shall be responsible for the periodic cleaning of the exterior walls and shared roofing. The Master Association shall be responsible for the repainting of the exterior walls of the Twin Villa Unit and shall collect reserves from the Twin Villa Unit Owners for the repainting of the Buildings.

No Owner shall authorize the painting, refurbishing or modification of the exterior surfaces or shared roofing of their Twin Villa Unit without the consent of the Architectural Control Committee.

If the Owner refuses or fails to maintain the exterior of the Twin Villa Unit, the Master Association shall have the right to complete such maintenance and the Master Association shall thereafter have the right to assess said Owner for the costs of maintenance. The Benefited Assessment incurred to maintain the exterior of the Twin Villa Unit(s) by the Master Association in accordance with this Article will be made pursuant to the assessment powers and lien rights set forth in the Declaration.