Brightshore
Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817, 407-723-5900, FAX 407-723-5901
www.brightshorecdd.com

The meeting of the Board of Supervisors of the **Brightshore Community Development District** will be held **Monday, September 14, 2026, at 2:00 p.m. at** Barron Collier Companies offices, 2600 Golden Gate Parkway, Naples, Florida 34105. The agenda is as follows:

BOARD OF SUPERVISORS' MEETING AGENDA

1. **Call to Order & Roll Call**

2. **Public Comment Period**

3. **General District Items**

   A. Proof of Publication — Exhibit 1

4. **Organizational Matters**

   A. Board of Supervisors August 10, 2026, Meeting Minutes — Exhibit 2
   B. Consideration of Resolution 2026-10, Designating Officers Of The District — Exhibit 3

5. **Administrative Matters**

   A. Consideration of Resolution 2026-11, Setting a Regular Meeting Schedule for Fiscal Year 2026-2027 — Exhibit 4
   B. Consideration of Resolution 2026-12, Adopting Goals, Objectives And Performance Measures and Standards — Exhibit 5
   C. Consideration of Major User Agreement with Collier County For Irrigation IQ Water — Exhibit 6
   D. Consideration of Master Declaration Joinder with CDD — Exhibit 7
   E. Ratification of Offsite Environmental Maintenance Agreement — Exhibit 8

6. **Budgetary Matters**

   A. Consideration of Resolution 2026-13, Rescinding Resolution 2026-09 — Exhibit 9
   B. Consideration of the Revised O&M Methodology Pro Rata Share Builders Contributions — Exhibit 10
   C. Consideration of Assignment of True-Up Agreements — Exhibit 11
      - Taylor Morrison
      - Christopher Alan Homes

pfm

- Toll Brothers
- Pulte Homes

7. Construction Matters

A. Consideration of Earthwork and Roadway Construction Change Order #2	Exhibit 12
B. Consideration of Roundabout Change Order #2	Exhibit 13
C. Consideration of Jensen Utility Change Order #2	Exhibit 14
D. Consideration of Irrigation Easement from Hogan Farms to the CDD	Exhibit 15
E. Consideration of Collier County Utility Agreement Amendment #2	Exhibit 16
F. Consideration of First Amendment to Master HOA Construction and Escrow Agreement	Exhibit 17
G. Consideration of Temporary Access Easement	Exhibit 18
▪ Taylor Morrison	
▪ Christopher Alan Homes	
▪ Toll Brothers	
▪ Pulte Homes	
H. Discussion of Updates on Construction Projects	Exhibit 19

8. Financing Matters

A. Ratification of Purchase Requisition Form with Heritage Landscape Supply	Exhibit 20
B. Ratification of Requisition Nos. 10 & 11	Exhibit 21
C. Review and Acceptance of July Monthly Financials	Exhibit 22

Other Business

A. Staff Reports:
- District Manager
- District Counsel
- District Engineer

9. Board Members' Comments/ Requests

10. Public Comments

11. Adjournment

Brightshore
Community Development District

General District Items

Proof of Publication

Clerk of the Circuit Court and Comptroller - Crystal K. Kinzel
Collier County, Florida
3315 Tamiami Trail East, Ste. 102 - Naples, FL 34112-5324
Phone: (239) 252-2646

Affidavit of Publication

COLLIER COUNTY STATE OF FLORIDA

Before the undersigned authority personally appeared Jennifer Hansen, who on oath says that he or she is a Deputy Clerk of the Circuit Court of Collier County, Florida; that the attached copy of advertisement, Brightshore CDD Notice of September 14, 2026 General Meeting was published on the publicly accessible website https://notices.collierclerk.com as designated by Collier County, Florida on 09/07/2026 until 09/08/2026.

Affiant further says that the website complies with all legal requirements for publication in chapter 50, Florida Statutes.

By Jennifer Hansen
(Affiant Signature)

Jennifer Hansen
(Affiant Printed Name)

Sworn to and subscribed before me this 09/08/2026

Crystal K. Kinzel Clerk of the Circuit Court & Comptroller

By: [signature]
(Deputy Clerk Signature)

Jose Fernandez — 9/8/26
(Deputy Clerk Printed Name) Date

BRIGHTSHORE COMMUNITY DEVELOMENT DISTRICT
NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING

Notice is hereby given that the Board of Supervisors (the "Board") of the Brightshore Community Development District will hold a regular meeting of the Board on Monday, September 14, 2026, at 2:00 p.m. at the offices of Barron Collier Companies, 2600 Golden Gate Parkway, Naples, FL 34105.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

A copy of the agenda may be obtained at the offices of the District Manager, 707 Orchid Drive, Suite 100, Naples, Florida 34102, during normal business hours.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Management Company, PFM Management Services, Inc. at (407) 723-5900, at least forty-eight (48) hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Meetings may be cancelled from time to time without advertised notice.

District Manager
www.brightshorecdd.com

Brightshore
Community Development District

Organizational Matters

Board of Supervisors August 10, 2026,
Meeting Minutes

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
3501 Quadrangle Blvd, Suite 270
Orlando, FL 32817

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING
Monday, August 10, 2026
Barron Collier Companies Offices
2600 Golden Gate Parkway, Suite 201, Naples, Florida 34105
2:00 p.m.

Board Members present at roll call:

Nick Casalanguida	Chair	
Cee Cee Marinelli	Vice Chairperson	
Amanda Maurizi	Assistant Secretary	
David Hurst	Assistant Secretary	
Ramona Stockman	Assistant Secretary	

Also present were:

Vivian Carvalho	PFM Management Services LLC	
Russ Weyer	PFM Management Services LLC	
Ashley Quiros	PFM Management Services LLC	(via phone)
Angeline Agoncillo	PFM Management Services LLC	(via phone)
Ted Tryka	LJA Engineering	
Alyssa Wilson	Kutak Rock, P.A.	(via phone)
Kristina Johnson	Barron Collier Companies	
Dan Hartley	Peninsula Engineering	

FIRST ORDER OF BUSINESS **Organizational Matters**

Call to Order and Roll Call

Ms. Carvalho called the meeting of the Brightshore Community Development District Board of Supervisors to order at 2:00 p.m. and roll call was initiated. A quorum was established with the attendance of Board Members outlined above. Others in attendance or via speaker phone are also listed above.

Public Comment Period

There were no public comments at this time.

SECOND ORDER OF BUSINESS **General District Matters**

Proof of Publication – Exhibit 1

Ms. Carvalho noted the Affidavit of Publication.

Ms. Carvalho noted Dan Hartley joined the meeting in progress via Teams conference call.

THIRD ORDER OF BUSINESS **Organizational Matters**

Board of Supervisors July 13, 2026, Meeting Minutes – Exhibit 2

The Board reviewed the minutes.

ON MOTION by Ms. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved July 13, 2026, Board of Supervisors Meeting Minutes.

FOURTH ORDER OF BUSINESS **Administrative Matters**

None to be considered at this time

FIFTH ORDER OF BUSINESS **Budgetary Matters**

Public Hearing on the Adoption of the District's Annual Budget – Exhibit 3

- **Public Comments and Testimony**
- **Board Comments**
- **Consideration of Resolution 2026-07, Adopting the Fiscal Year 2027 Budget**
- **Consideration of Resolution 2026-09, Levying Debt Assessment and Certifying an Assessment Roll**

Ms. Carvalho requested a motion to open the Public Hearing.

ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board opened the Public Hearing.

There were no public comments at this time.

There were no Board comments at this time.

ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board closed the Public Hearing.

Ms. Carvalho reviewed Resolution 2026-07 with the Board.

ON MOTION by Mr. Casalanguida, seconded by Ms. Stockman with all in favor, the Board accepted Resolution 2026-07, Adopting the Fiscal Year 2027 Budget

Ms. Carvalho reviewed Resolution 2026-08 with the Board.

Ms. Wilson noted that this is an administrative process for the District to adopt an Assessment Roll.

There was discussion amongst the Board regarding Assessments.

ON MOTION by Mr. Casalanguida, seconded by Ms. Stockman, with all in favor, the Board accepted Resolution 2026-09, Levying Debt Assessment and Certifying an Assessment Roll, subject to confirmation regarding availability of capitalized interest funds.

Consideration of O&M Methodology Pro Rata Share Builders Contribution – Exhibit 4

Mr. Weyer reviewed the O&M Methodology with the Board.

There was discussion amongst the Board regarding revision of the payment structure for the builders' contributions.

Ms. Wilson noted there will need to be edits made to each builder's agreements with the updated payment structure.

ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board approved the O&M Methodology Pro Rata Share Builders Contribution, in substantial form.

Consideration of Landowner Cost Share Agreement – Exhibit 5

Ms. Carvalho reviewed the agreement.

Mr. Weyer noted the agreement may need to be adjusted to reflect the correct percentage.

ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved the Landowner Cost Share Agreement, in substantial form.

Consideration of Fiscal Year 2027 Builders Funding Agreement – Exhibit 6

- **Taylor Morrison**
- **Christopher Alan Homes**
- **Tolls Brother**
- **Pulte Homes**

Ms. Carvalho presented the Builders Funding Agreements. She recommended the Board approve in substantial form subject to the confirmation of the builder's contributions.

ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board approved the Fiscal Year 2027 Builders Funding Agreement, in substantial form.

SIXTH ORDER OF BUSINESS **Construction Matters**

Consideration of Temporary Construction Easement Agreement to HOA with Guardhouse Construction – Exhibit 7

Ms. Wilson reviewed the Agreement with the Board. She noted the Homeowners Association is planning to construct a Guardhouse on District property and upon completion, they will convey ownership to the District for operation and maintenance.

There was discussion amongst the Board regarding the contractual operation of the gate once the Guardhouse is conveyed to the District.

ON MOTION by Mr. Casalanguida, seconded by Ms. Stockman, with all in favor, the Board approved Temporary Construction Easement Agreement to HOA with Guardhouse Construction.

Consideration of Amendment to Construction Contract for Utility & Drainage Project with Jensen Underground Utilities – Exhibit 8

Ms. Wilson noted that this Amendment is to ensure there is clarity in the construction contract regarding the intent to process this agreement as a lump sum.

ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board approved Amendment to Construction Contract for Utility & Drainage Project with Jensen Underground Utilities.

Consideration of Amendment to Construction Contract with South Florida Excavation for Earthwork and Paving – Exhibit 9

Ms. Wilson noted this Amendment is to ensure this agreement is being processed as lump sum based on percentage complete.

The Board reviewed the agreement.

ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved Amendment to Construction Contract with South Florida Excavation for Earthwork and Paving.

Consideration of Notice of Commencement with Jensen Underground Utilities – Exhibit 10

Ms. Wilson reviewed the Notice of Commencement.

ON MOTION by Mr. Hurst, seconded by Ms. Marinelli, with all in favor, the Board approved Notice of Commencement with Jensen Underground Utilities.

Discussion Pertaining to Process and Reimbursement for Utility Impact Fees – Exhibit 12

Ms. Johnson gave an overview of the process and reimbursement of the utility impact fee credits. She noted there is an agreement in place with the builders where they will pay 50% of costs at closing and the remaining 50% will be paid 18 months later. She noted the District is currently working with the County on what the process is for transferring the credits to each of the builders' tracts of land.

There was discussion amongst the Board regarding the process of transferring the credits to the builders.

ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved Authorization of the Chair to finalize documents needed to transfer credit to the builder in 2 Installments.

SEVENTH ORDER OF BUSINESS **Financing Matters**

Consideration of Resolution 2026-08, Establishing Checking Account and Signers – Exhibit 12

Ms. Carvalho reviewed the Resolution with the Board.

ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board approved Resolution 2026-08, Establishing Checking Account and Signers.

Ratification of Requisitions 8 & 9 – Exhibit 13

The Board reviewed the Requisitions.

Ms. Johnson gave an overview of how Requisitions are processed.

ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board ratified Requisition 8 & 9.

Review and Acceptance of June Monthly Financials – Exhibit 14

Ms. Carvalho gave an overview of the June Monthly Financials.

ON MOTION by Mr. Casalanguida, seconded by Ms. Stockman, with all in favor, the Board accepted June Monthly Financials.

EIGHTH ORDER OF BUSINESS **Other Business**

Staff Reports

District Manager – No report.

District Counsel – No report.

Ms. Stockman had questions about the tax roll and assessments.

Mr. Weyer provided an overview of the annual process of O&M process.

District Engineer – Mr. Tryka made comments regarding his site visit. He noted he was able to certify a certain amount of construction complete for the builder agreements.

Mr. Casalanguida noted they are ahead of schedule.

The Board reviewed visuals of upcoming projects

Board Members' Comments/Requests

There were no comments or requests at this time.

Public Comments

There were no public comments at this time.

NINETH ORDER OF BUSINESS **Adjournment**

There was no further business to discuss.

On MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the August 10, 2026, Board of Supervisors' Meeting of the Brightshore Community Development District was adjourned at 2:53 p.m.

_____ _____

Secretary/Assistant Secretary Chairperson/Vice Chairperson

Brightshore
Community Development District

Organizational Matters

Consideration of Resolution 2026-10,
Designating Officers of the District

RESOLUTION 2026-10

A RESOLUTION OF THE BOARD OF SUPERVISORS UPDATING THE OFFICERS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT, COLLIER COUNTY, FLORIDA FOR FISCAL YEAR 2026-2027; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Brightshore Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors of the District ("Board") desires to update the Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The following persons are elected to the offices shown:

Chairperson	Nick Casalanguida
Vice Chairperson	Cee Cee Marinelli
Secretary	Vivian Carvalho
Assistant Secretary	Ramona Stockman
Assistant Secretary	Amanda Maurizi
Assistant Secretary	David Hurst
Assistant Secretary	G. Russell Weyer
Assistant Secretary	Ashley Quiros
Treasurer	Jennifer Glasgow
Assistant Treasurer	Angeline Agoncillo
Assistant Treasurer	Verona Griffith
Assistant Treasurer	Rick Montejano
Assistant Treasurer	Audrey Ryan

PASSED AND ADOPTED this 14th day of September 2026.

ATTEST:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary / Assistant Secretary

_____
Chairperson, Board of Supervisors

Brightshore
Community Development District

Administrative Matters

Consideration of Resolution 2026-11,
Setting a Regular Meeting Schedule
for Fiscal Year 2026-2027

RESOLUTION 2026-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2026-2027

WHEREAS, the Brightshore Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 2004-423, Laws of Florida; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time and location of the District's meetings; and

WHEREAS, the Board has proposed the Fiscal Year 2026-2027 annual meeting schedule as attached in **Exhibit A**;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

1. The Fiscal Year 2026-2027 annual public meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and will be published in accordance with the requirements of Florida law.

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 14TH OF SEPTEMBER 2026.

ATTEST:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair

EXHIBIT "A"

BOARD OF SUPERVISORS' MEETING DATES
BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027

October 12, 2026
November 9, 2026
December 14, 2026
January 11, 2027
February 8, 2027
March 8, 2027
April 12, 2027
May 10, 2027
June 14, 2027
July 12, 2027
August 9, 2027
September 13, 2027

All meetings will convene at 2:00 p.m. at the Barron Collier Companies Offices, 2600 Golden Gate Parkway, Naples, FL 34105.

Brightshore
Community Development District

Administrative Matters

Consideration of Resolution 2026-12,
Adopting Goals, Objectives and Performance
Measures and Standards

RESOLUTION 2026-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Brightshore Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida ("HB 7013") and creating Section 189.0694, Florida Statutes; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, Florida Statutes, beginning October 1, 2026, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District's achievement of those goals and objectives; and

WHEREAS, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A.** The District Manager shall take all actions to comply with Section 189.0694, Florida Statutes, and shall prepare an annual report regarding the District's success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 14th day of September 2026.

ATTEST:	**BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
Secretary/Assistant Secretary	Chairman, Board of Supervisors

Exhibit A: Performance Measures/Standards and Annual Reporting

Exhibit A

Exhibit A:

Brightshore Community Development District

Goals, Objectives and Annual Reporting Form

Performance Measures/Standards &
Annual Reporting Form

October 1, 2026 – September 30, 2027

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least four regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.
Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.
Standard: A minimum of four board meetings were held during the Fiscal Year.
Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.
Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and/or via electronic communication.
Standard: 100% of meetings were advertised with 7 days notice per statute on at least two mediums (i.e., newspaper, CDD website, and/or electronic communications).
Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.
Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.
Standard: 100% of monthly website checks were completed by District Management.
Achieved: Yes ☐ No ☐

2. Financial Transparency and Accountability

Goal 2.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.
Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.
Achieved: Yes ☐ No ☐

Goal 2.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.
Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.
Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.
Achieved: Yes ☐ No ☐

Goal 2.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.
Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.
Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.
Achieved: Yes ☐ No ☐

Chair/Vice Chair:_____ Date:_____

Print Name:_____

District Manager:_____ Date:_____

Print Name:_____

Brightshore
Community Development District

Administrative Matters

Consideration of Major User Agreement with
Collier County for Irrigation IQ Water

Major User Agreement for Delivery and Reuse of Irrigation Quality (IQ) Water

THIS Major User Agreement for the Delivery and Reuse of IQ Water (Agreement) is made and entered into this ____ day of _____, 20____ by and between the Brightshore Community Development District , whose mailing address is _____, (hereinafter referred to as "User") and the Collier District Water-Sewer District (hereinafter referred to as "District"), collectively, the Parties hereto ("Parties"). This Agreement will take effect on _____ _____, 20___ and will be effective through _____ _____, 20____.

RECITALS

WHEREAS, IQ Water offers an environmentally sustainable method for managing wastewater disposal, conserving potable water sources, and Section 403.064, F.S. encourages local governments to implement reuse projects and places limitations on deep well injection and other forms of effluent disposal; the District desires to use for itself and make available to the public, IQ Water as an alternative water resource to be used for both irrigation and non irrigation purposes; and,

WHEREAS, all wastewater treatment plant permittees that reuse IQ Water or dispose of effluent upon any property owned by another party, must enter into a binding agreement between the involved parties to ensure that construction, operation, maintenance, and monitoring of such use meets the requirements of Chapters 62-600, 62-620 and 62-610, F.A.C.; and,

WHEREAS, the Board of County Commissioners (Board) has adopted Ordinance No. 2013-48, as amended, to maintain compliance with District Wastewater Reclamation Facility operating permits, applicable laws, rules, and regulations, ensure consistency with the IQ Water Policy and allow for optimization of the District's IQ Water System; and,

WHEREAS, the Board has also adopted an IQ Water Policy, as it may be supplemented and amended from time to time, which is intended to provide beneficial public use of IQ Water by ensuring the optimum utilization of the District's limited water supplies; and,

WHEREAS, the User is a Community Development District ("CDD") located in unincorporated Collier County, Florida, created by Collier County Ordinance No. 2022-50, that consists of various commercial and residential builder tracts within the geographic boundary of the CDD, which lands are described and depicted as all of those lands included in the initial plat of BRIGHTSHORE VILLAGE recorded in Plat Book 78, pages 1 through 24 of the public records of Collier County, Florida and is graphically depicted in Exhibit "A", attached hereto (the "Project" or "Property"); and,

WHEREAS, each residential neighborhood within the Project (each, a "Neighborhood")is required

to establish a homeowner's association to operate such neighborhood's common areas and to govern such neighborhood (each, a "Neighborhood Association"); and

WHEREAS, all of the residential Neighborhoods in the Project are (or will be) subject to the Master Declaration of Covenants, Easements and Restrictions for Brightshore (the "Master Declaration"); and

WHEREAS, all of the residential Neighborhoods, as well as the commercial portions of the Project are also (or will be) subject to that certain Declaration of Easements and Cost Sharing Agreement (the "Cost Sharing Declaration"); and

WHEREAS, for purposes of this Agreement, each Neighborhood Association, each commercial tract, and any commercial property owners association that may be established within the Project are each referred to generally as a "sub-User"; and

WHEREAS, reference is made to that certain Agreement to Provide Potable Water, Wastewater and Irrigation Water Utility Services dated December 13, 2022 and recorded in O.R. Book 6204, page 1721 of the public records of Collier County (as amended and as partially assigned to the CDD) (the "Utility Services Agreement"); and

WHEREAS, in accordance with its obligations under the Utility Services Agreement, the District agrees to deliver IQ water and the User agrees to receive, accept, and beneficially reuse IQ water upon and for the Property and in accordance with the terms, conditions and responsibilities of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. RECITALS. The recitals above are true and correct and are hereby incorporated into and made a part hereof.

2. CAPITALIZED AND UNDEFINED TERMS SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN THE DISTRICT IQ WATER POLICY.

3. USER'S REPRESENTATION AS TO THE PROPERTY RECEIVING THE DISTRICT'S IQ WATER . The User hereto represents and warrants to the District that the Party identified herein as the User constitutes the entity that will receive and distribute the IQ water received from the District from the Point of Delivery to its sub-Users within the Property. The User further represents that:

A. Section 1.5 of the Master Declaration provides that (i) the User shall deliver irrigation quality water to each Neighborhood Association (via sub-meters installed by or at the direction of the User at the entrance of each Neighborhood), (ii) each Neighborhood Association will be responsible to pay the User for the irrigation usage as indicated on their sub-meter, and (iii) any irrigation line breakage or other irrigation related issue located downstream of the Neighborhood's sub-meter shall be maintained, repaired and from time to time replaced by the

applicable Neighborhood Association, and shall not excuse the Neighborhood from paying the User for the irrigation water; AND

B. Sections 5.3 through 5.6 of the Cost Sharing Declaration (i) require each Neighborhood Association and each owner of commercial property (or the applicable commercial property owners association) to pay the User for irrigation water which will be billed by the User to the applicable sub-User based upon the applicable sub-meter, (ii) provide that irrigation charges plus interest (if unpaid) may result in a lien being recorded against the applicable Neighborhood or commercial tract, (iii) grant the User the right to collect late charges (in addition to interest), and (iv) grant the User the right to foreclose its lien for non-payment.

4. On June 25, 2013, the Board of County Commissioners (Board) adopted Ordinance No. 2013-48, as amended, relating to the production, sale and delivery of IQ Water to Users within the District for the benefit of both the Users and the District, among other provisions.

   Ordinance No. 2013-48, as amended, to include all of its definitions, terms, conditions, obligations and requirements, is hereby incorporated into this Agreement in its entirety by reference.

5. IQ WATER POLICY. The Board of County Commissioners (Board) has also adopted an IQ Water Policy (Policy), that may be supplemented and amended from time to time, which delineates certain policies for providing IQ Water Service to include, but not be limited to, definitions, levels of service, application of rates, and the provision of service.

6. QUANTITY.

   Pressurized Service Customers: In accordance with Paragraph 10 of the Utility Services Agreement, the Landowner (as defined therein) provided the District with a basis of design for the IQ water distribution system for the Project, including the calculated demand and a master meter at the master Point of Delivery, which was submitted to and approved by the County under Collier County Planning Application No. PL20260004925. The basis of design resulted in a calculated usage/need of 2.248 million gallons per day (MGD) (average annual daily flow basis) (for purposes of this Agreement, the "Allocation") (and it is recognized that the actual daily demand will be higher due to the limited number of actual watering days)..

   The District is not obligated to provide any additional IQ Water to the User beyond the User's Allocation for the term of this Agreement. However, based upon IQ Water availability, the District will use all reasonable efforts pursuant to the terms of this Agreement to provide the User with additional volumes of IQ Water beyond the User's Allocation subject to availability; failing which the District will substitute with potable water (which will be

billed to User at IQ Water rates). Delivery of this additional IQ Water at any time does not grant the User with an increase to its Allocation under this Agreement. No Allocations will exceed the amount as is determined by the availability of the IQ Water (or potable water if IQ Water is not available).

If the User is desirous of limiting the amount of IQ Water received to a specific volume less than or only equal to the Allocation amount, the User must file a request in writing to the District. Modifications to this request may only be made once per calendar year.

The District agrees that it will provide the User with its Allocation of IQ Water instead of the deep injection of IQ Water (including charging aquifer storage and recovery wells); except for reclaimed water needed for water reclamation facility treatment processes, injection well testing, flushing and other regulatory requirements or as it may be deemed necessary by the District to do so from time to time in order to protect the Public's health and safety.

For purposes of this Agreement, each day equals a twenty-four (24) hour period, which begins at midnight, 12:00 a.m. The District retains the right and sole discretion with respect to delivery times to the User.

Prior to the addition of any future Users of the IQ Water System, and based on IQ Water Availability, existing Major Users will be provided with an opportunity to increase their Allocations on a pro-rata basis up to the amount of one inch (1") per acre, per week, of the IQ Water Application Rate of the then recognized amount determined by the IQWAR utilization, in exchange for the User's water use permit substitution or offset credits. For the purpose of the application of this future User prioritization, any increase in IQ Water volume for existing Major Users will be based on the amount of the Major Users' irrigable acres irrigated with IQ Water in 2026.

7. TERM. The User agrees to receive from the District, IQ Water for approved uses for a minimum term from the effective date of this Agreement through and including September 30, 2030 (the "initial term"), and will thereafter automatically be renewed for successive five (5) year terms unless this Agreement is terminated by the mutual agreement of both Parties. Within no less than one hundred eighty (180) days and no more than three hundred sixty five (365) days from the end of the initial term or the then-current five (5) year renewal term, the Parties will meet and discuss whether an Amendment to this Agreement is reasonably warranted (based upon changes in applicable laws and/or regulations),. If the Parties agree that revisions are reasonably necessary (to ensure that the spirit and intent of this Agreement is preserved and/or to update Exhibit "D" if needed), then they will cooperate in good faith and will prepare and execute an amendment to this Agreement; for the avoidance of doubt, the exact timing as to when any amendment contemplated by the preceding clause is actually finalized and executed shall not prevent the automatic renewal of the term of this Agreement set forth above. .

8. IQ WATER DEFINITION. shall mean alternative water resources other than potable water, available to the District and shall include: (a) wastewater that has received the treatment established by the Florida Administrative Code, Rule 62-610.460, currently defined as wastewater that meets, at a minimum, secondary treatment and high-level disinfection after disinfection and before discharge to holding ponds or the IQ Water System and (b) Supplemental Water Supplies such as ground or surface water. IQ Water may also be referred to as reuse water, effluent water, or reclaimed water.

9. POINT OF DELIVERY (POD). The POD is as defined in Ordinance No. 2013-48, as amended, and Exhibit "B", attached hereto depicts the location of the POD.

   In the event that an existing Point of Delivery (POD) is being relocated and the District will be relinquishing ownership and maintenance responsibility of any facilities, the District agrees to provide to the User of any such conveyed facilities, a 5-year warranty commencing from the date this Agreement is executed by the Parties, to offset any direct expenses that the User may incur as the result of the permanent assumption of the ownership and maintenance of the conveyed facilities, whereby the District will agree to repair any facilities conveyed to the User that break down or otherwise fail to function as intended, when the cause of the failure cannot be directly attributed to an act or acts caused solely by the User or its agents. The District will also provide the User all District easements necessary for the User's maintenance of the conveyed facilities.

10. DELIVERY OF IQ WATER. All IQ Water delivered to User will meet applicable state, federal and local requirements at the District's Compliance Points. The District will not provide any additional wastewater treatment to the IQ Water beyond the compliance points located at the water reclamation facilities. No warranties or guarantees are made by the District with respect to IQ Water characteristics after its discharge from the water reclamation facilities. The District will not be held liable for any damage or harm to persons, property or vegetation resulting from the application of District IQ Water by the User or its sub-Users.

11. METERS. User's connection to the IQ Water System shall be metered in accordance with Ordinance No. 2001-73, as amended.

12. DISTRICT RESPONSIBILITIES UPSTREAM OF THE POINT OF DELIVERY. Except to the extent, if any, clearly and expressly specified in the Special Provisions paragraph in this Agreement to the contrary, the District shall own and be responsible for all repairs and associated costs of operating the IQ water system up to the POD.

13. DISTRICT RESPONSIBILITIES DOWNSTEAM OF THE POINT OF DELIVERY. Except to the extent, if any, clearly and expressly specified in the Special Provisions paragraph in this Agreement to the contrary, the District shall NOT own, operate, or maintain the IQ water distribution system and shall not be deemed to be in possession or control of the IQ water distribution system downstream of the POD.

14. USER RESPONSIBILITY UPSTREAM of the POINT OF DELIVERY. The User shall NOT own, operate, maintain or change or modify any part of the District's infrastructure. However, the User is responsible for landscape maintenance such as mowing and tree trimming around the District owned infrastructure on the User's property whether owned in fee or utilized by easement.

15. USER RESPONSIBILITIES DOWNSTREAM OF THE POINT OF DELIVERY. Except to the extent, if any, clearly and expressly specified in the special provisions paragraph in this Agreement or the Utility Services Agreement to the contrary, the User shall take full responsibility for the design, construction, permitting, financing, compliance, operation, maintenance, repair and distribution of the IQ water and IQ water system downstream of the POD (but subject to User's rights (and to the obligations of each sub-User) under the Master Declaration and Cost Sharing Declaration. All downstream connections to the IQ water system from the POD shall be metered at the sub-User's connection point (in accordance with the applicable standards set forth in Ordinance No. 2013-48, as amended (up to the point of connection for such sub-User). The User shall not charge any sub-User more than the actual cost that the User pays the District for IQ Water as provided in Section 134-175 – Submetering, of the Collier County Code of Laws and Ordinances, as amended.

    All User-owned pump stations must be equipped to automatically shut down due to low pressure or lack of flow. The District shall not be liable for User equipment failure or any damage due to low pressure or lack of flow.

    The User shall post IQ Water advisory signs as described in Section 62-610.468 F.A.C. Residential, industrial, and commercial users shall post, maintain, and replace signage at all community/facility entrances, storage facilities, and water features. Golf courses shall post, maintain, and replace signage at the storage facilities, water features, and either at the first and the tenth tee or on score cards, at the User's option.

    The User is prohibited from distributing the IQ Water supplied by the District under this Agreement to stormwater lakes/ponds where the discharge of the supplied IQ Water from such storage lakes/ponds could be intermittently or continuously discharged into waters of the State of Florida. If it is discovered that the User is storing IQ Water supplied by the District in stormwater lakes/ponds that discharge intermittently or continuously to waters of the State, the District can terminate this Agreement immediately upon providing written notice to the User.

    Notwithstanding the foregoing, the User is not prohibited from storing the IQ Water provided by the District in lakes or ponds that do not intermittently or continuously discharge IQ Water to waters of the State. Should the User intend to store IQ Water into such lakes or ponds, it shall provide the District with the following at least 30 days prior to introducing any IQ Water into such storage systems:

a. A complete inventory of such storage systems that includes:

1. The name or identifier of the storage system.
2. The location of the storage system (latitude/longitude).
3. The function of the storage system (system storage or reject storage).
4. Type of facility (covered tank, uncovered tank, lined pond, or unlined pond).
5. Confirmation that the storage facility is not and does not discharge either intermittently or continuously into State waters.
6. Distances of the storage facilities to the nearest public water supply wells and to the nearest potable water supply wells that are not public water supply wells.

16. USER RESPONSIBILITY TO CONVEY EASEMENTS FOR IQ WATER FACILITIES TO DISTRICT. Upon the request from the District, the User, its successors and/or assigns, shall convey to District any and all utility and/or access easements necessary for the portion of the IQ water distribution system located upstream from the POD on their premises, at no cost to the District. All such documents shall be prepared, reviewed and processed in accordance with the provisions of Ordinance No. 2004-31, as amended, Ordinance No. 2013-48, as amended, and recorded as set forth herein.

17. CONSERVATION. User shall make all reasonable efforts to conserve IQ Water.

18. INDEMNIFICATION AND HOLD HARMLESS.

(i) Upon a finding through a production of competent evidence that: (a) the District has not placed anything either into or onto the User's property without the User's written consent, and (b) the User is responsible for injury to persons on, or damages to the property of the District, the User, expressly without waiving any of its rights to sovereign immunity, and then only to the extent permitted by Florida law, in particular, Section 768.28, Florida Statutes, indemnifies and holds the District harmless from and against all liabilities, claims, damages, expenses, or actions, either at law or equity, caused or incurred as the result of the negligence, omissions or willful acts of the User, its agents, employees, residents, guests, or invitees, whose acts or omissions for which the District may be held liable during the District's performance of this Agreement; to specifically include any cross connections made by the User, including, but not limited to: between potable water, IQ water, surficial water and any other additional or supplemental water sources. User acknowledges that IQ water, due to its chemical composition, may not be compatible with the Users' irrigation of certain susceptible vegetation. User agrees that District will not be held liable for any damages that may occur to vegetation or for any other damages that may occur due to the use of IQ water by the User provided that the quality of the IQ Water that is delivered to the User meets all applicable state, federal and local requirements at the District's Compliance Points.

(ii) Upon a finding through the production of competent evidence that: (a) the User has not placed anything either into or onto the District's property or the District's easements

for its reuse water delivery system without the District's written consent and the placement caused the alleged damage, and (b) the District is responsible for injury to persons on, or damages to the residential or commercial property of the User as the result of the negligence, omissions or willful acts of the District's employees, agents or other entities otherwise engaged by the District to develop, install, operate, manage or maintain the District's reuse water system on the User's property; the District, expressly without waiving any of its rights to sovereign immunity, and then only to the extent permitted by Florida law, in particular, Section 768.28, Florida Statutes, hereby indemnifies and holds the User harmless from and against all liabilities, claims, damages, expenses, or actions, either at law or equity, caused or incurred as the result of the negligence, omissions or willful acts of the District, its agents, employees, residents, guests, or invitees, whose acts or omissions for which the User may be held liable during the User's performance of this Agreement. The District will not be held liable for any consequential damages as a result of its lawful activities in providing IQ Water to any Users.

(iii) For the purpose of both provisions (i) and (ii) above, if the Parties cannot resolve any dispute between them with their own representatives, formal mediation with a Florida Certified Mediator shall be held by the Parties with each party bearing one-half (½) of the expenses of the Mediator selected by and acceptable to both Parties. If mediation between the Parties is unsuccessful, both Parties may avail themselves of all other available remedies at law and in equity.

19. CROSS CONNECTIONS PROHIBITED.

On all properties where IQ Water service is provided, the public water supply shall be protected by an approved backflow protection device as specified in Ordinance No. 1997-33, as amended.

To determine the presence of any potential hazards to the District's potable or IQ Water Systems, the District shall have the right, but not the duty, to enter upon the Property and operate the system of the User or any of its sub-User's receiving IQ Water for the purpose of performing cross connection inspections. Section 3.4 of the Cost Sharing Declaration grants a perpetual access easement to the District over all common area tracts and the outdoor portions of residential Lots and commercial tracts, in favor of the District for the purpose of enabling the District to perform inspections from time to time to ensure that no cross connections exist between the irrigation system serving the Parcels and the utility lines delivering potable water to such parcels.

If a cross connection is found on the User's property or the property of a sub-User receiving District IQ water supplied by the User, the District will immediately suspend IQ Water service pursuant to the provisions of Collier County Ordinance No. 2013-48, as amended. The District will provide a verbal notification to the User, followed by a detailed written notice as soon as practicable. IQ Water service will only be reinstated upon: (a) the removal of the cross connection together with any

reasonable terms and conditions that the District determines are necessary to avoid future cross connections; (b) there is no history of previous cross connections or violations of the other provisions of Collier County Ordinance No. 2013-48, as amended, relating to the public health and safety by the User; and (c) the Florida Department of Environmental Protection (FDEP) provides its approval of the reinstatement to the District in a writing, if necessary. The User will be responsible for all costs incurred by the District and the User resulting from the cross connection. These costs include all potable or IQ Water used, including all potable water used for flushing lines, and follow-up cross connection inspections performed by a licensed professional irrigation contractor or a certified Reclaimed Water Field Inspector as mandated by the District. IQ Water service will not be restored prior to submittal of a written report summarizing the cross connection inspections with subsequent written approval by the District.

The User shall provide results of cross connection inspections performed upon initial connection to the District's System of User and each sub-User (for the avoidance of doubt, service connections down-stream from each sub-User are not required to be inspected) and take all reasonable precautions to prevent any cross connections while making repairs or extensions to the User's irrigation system.

The User must provide the results of a cross connection inspection performed at each internal service connection, for itself and its sub-Users, prior to each future Agreement renewal. At the end of each 5-year term, one hundred percent of all potable and IQ Water service connections of User and each sub-User shall have been inspected (for the avoidance of doubt, service connections down-stream from each sub-User are not required to be inspected). The results of the cross connection inspections must be submitted to the District by the User within thirty days of inspection. At the time of the Agreement Renewal, the User is required to submit cross connection inspections for itself and all its existing sub-Users receiving IQ water under the Agreement (for the avoidance of doubt, service connections down-stream from each sub-User are not required to be inspected). The service connections that require inspections are listed in Exhibit "C." Additional cross connections inspections may be required as determined by the District when additional service connections are made by a sub-User or cross connections are found.

20. RATE TO BE CHARGED FOR IQ WATER. For having available and/or furnishing the IQ Water, the District shall charge and User shall pay the rates and charges as defined in Ordinance No. 2001-73, as amended.

The User is receiving <u>Pressurized</u> Service under this Agreement.

A. Pressurized Service will be billed by the District as the actual metered IQ Water delivered at the User's POD in addition to the service availability charge. Users with Pressurized Service may be subject to future conservation rates.

21. BILLING. Subject to terms and conditions of this Agreement, the District shall invoice the User for services on a monthly basis in accordance with Ordinance No. 2001-73, as amended, billing cycle meter readings, calculated charges, and other applicable rates, fees, and charges. The invoice shall include the billing period of service, the amount of IQ water service flows for each billing cycle, the total dollar and cents amount of the invoice, the amount of any credit applicable to said invoice whether by payment or otherwise, the due date, and contact telephone number for any questions regarding the invoice.

22. UNPAID FEES CONSTITUTE A LIEN ON USER'S PROPERTY. The User acknowledges and agrees that in the event that any fees, rates, or charges for the IQ Water Service and facilities provided for under this Agreement are not paid and become delinquent, any unpaid balance and all interest accruing thereon shall constitute a lien on the User's property pursuant to Section 10 of Ch. 2003-353, Laws of Florida, the "Collier County Water-Sewer District Special Act" (the "Act").

23. USER EMERGENCY SITUATIONS. In the event of an emergency as defined in this Paragraph 23, the User shall notify any of those District representatives set forth herein and request that the supply of IQ Water temporarily cease. Such notice shall be made in writing where circumstances permit (an electronic writing is acceptable), and in the event of an immediate emergency, such notice may be by telephone with subsequent written confirmation. Emergencies shall include, but not be limited to, the following:

    (a) Climatic conditions such as hurricanes, floods, or unseasonably excessive rainfall that makes it impossible for User to accept IQ Water.

    (b) Short term equipment or material failure, making it impossible for User to store or distribute the IQ Water.

    (c) An act of God that makes it impossible for User to accept, store or distribute the IQ water.

24. DISTRICT EMERGENCY SITUATIONS. The District may temporarily cease IQ Water Delivery in anticipation of a major storm event. This emergency situation shall not relieve the User from payment for that period of time.

25. DISTRICT NOT LIABLE FOR FAILURE TO DELIVER IQ WATER. So long as replacement (potable) water is delivered to the POD by the District (which the District agrees to charge User for at the same rate that the District charges User for IQ Water), the District shall not be held liable by the User for failure to deliver IQ Water if certain situations preventing delivery exist that are beyond the reasonable control of the District. Such situations include, but are not limited to, the following:

(a) Unavailability of IQ Water due to a loss or lack of influent to the water reclamation facilities due to a collection system failure or a reduction of wastewater influent flow beyond the anticipated low flow periods.

(b) Unavailability of IQ Water due to a process failure.

(c) Non-compliant IQ Water, making it unusable for approved uses.

(d) Equipment or material failure in the IQ Water delivery system, including storage and pumping.

(e) IQ Water treatment facility repair or maintenance.

(f) An act of God that makes delivery of IQ Water by the District not feasible or impossible.

(g) Unusual climatic conditions such as hurricanes, floods, or unseasonably excessive rainfall that makes it not feasible or impossible for the District to deliver IQ Water.

In the instance of Force Majeure or other situations limiting IQ Water availability, the District has the right to interrupt service per District operating protocols. Users directly impacted by a specific event; such as interruption of all Users downstream of IQ Water main break will be interrupted as needed. In the event of limited IQ Water availability, Bulk Users will be uniformly interrupted by a pro-rata percentage of their Allocation.

26. NOTICES. Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing sent electronically with a request for confirmation or receipt, or by facsimile with automated confirmation of receipt; or hand delivery by a private service; or by registered or certified United States mail, return receipt requested, postage prepaid; or personal delivery addressed as follows:

USER:

_____

_____

_____

DISTRICT:
Wastewater Director
4370 Mercantile Avenue
Naples, FL 3401

With copies to:

_____

_____

_____

Office of the Collier County Attorney
3299 Tamiami Trail E., Suite 800
Naples, FL 34112

The addressees, addresses and numbers for the purpose of this section may be revised by either Party by giving written notice of such change to the other party in any of the manners provided herein. For the purpose of changing such addressees, addresses and numbers only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes. Notice given in accordance with the provisions of this section shall be deemed to be delivered and effective upon receipt of an automated fax confirmation; or on the fifth day after the certified or registered mail has been postmarked; or receipt of personal delivery; or delivery with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal service as not delivered as the case may be, if mailed.

27. NOTIFICATION IN EVENT OF EMERGENCY. The User's representative who shall be notified in the event of an emergency or District's inability to deliver IQ water are:

NAME, PHONE, EMAIL ADDRESS;

_____

( )_____

_____

The District shall attempt User notification by telephone or email stating the nature of the emergency and the anticipated duration of the service interruption if the interruption is expected to exceed 72 hours. It is the responsibility of the User to provide written notification to the District of a change in representative. User may change its representative by providing written notice to District to become effective upon acknowledgement by District.

The District representatives who shall be notified in the event of an emergency are:

Irrigation Quality Manger, (239) 252-6284; AND On Call Wastewater Department, (239) 252-2600.

28. USE OF IQ WATER. (i) The User hereby affirms that it has read, understands and will fully comply with the terms, conditions, requirements and obligations of Ordinance No. 2013-48, as amended, for the receipt of District IQ Water; and (ii) the User shall accept the IQ Water delivered by the District and use it only for approved uses on the User's Property pursuant to all applicable local, State, and Federal regulations.

29. CHANGES IN LAW/EXCUSE FROM PERFORMANCE.

(i) This Agreement will be governed for this initial term by the provisions of Collier County Ordinance No. 2013-48 as adopted on June 25, 2013, and as thereafter amended.

(ii) During the term of this Agreement, if there are any amendments, revisions or changes made to any relevant provisions of federal, state or other local laws, rules or regulations that negatively affect either of the Parties' ability to perform its respective duties or obligations, or obtain the reasonably backed financial benefits expected under this Agreement, then within ninety (90) days following the final adoption of such new law, rule or regulation, the Parties will meet and conduct good faith discussions and negotiations with respect to resolving the effected Party's adverse impact to include a mutually agreeable termination of the Agreement, if warranted.

(iii) If for any reason during the term of this Agreement, any State or Federal governments or agencies shall fail to issue necessary permits, grant necessary approvals, or shall adopt any laws or rules that will require any change in the operation of the treatment, transmission, and distribution systems or the application and use of IQ water, then to the extent that such requirements shall affect the ability of any Party to perform any of the terms of this Agreement, the affected Party shall be excused from the performance thereof and the Parties hereto in conformity with such permits, approvals, or requirements shall negotiate a new Agreement if practicable.

(iv) However, nothing shall require User or District to accept any new or renewal agreement if it substantially adds to the District's or the User's obligations or responsibilities duties, obligations, and expenditures hereunder.

30. RIGHT TO TERMINATE. In the event of a default under this Agreement, the non-defaulting party shall provide the defaulting party written notice of the default. The defaulting party shall be given a minimum of thirty (30) days or such other reasonable time period (if the default cannot be cured in thirty (30) days) to cure the default. If the default is not timely cured, the non-defaulting party may notify the defaulting party in writing that it has elected to terminate this Agreement. In the event that there is default under this Agreement that could result in immediate harm to the Public's health or safety, the non-defaulting party may immediately suspend its performance under this Agreement to include the immediate suspension of the delivery of IQ Water if the non-defaulting Party is the District, by providing the defaulting Party with telephonic notice of such suspension followed up by written notice. Any such suspension shall continue until such time as the default is cured or the Agreement has been terminated.

31. ACCESS. User consents to the reasonable entry by the District upon the User's

Property as provided for by Ordinance No. 2013-48, as amended.

32. NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the identified Parties hereto, and their successors in interest, or assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a Party hereto.

33. SEVERABILITY. If any court of competent jurisdiction finds that any part of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared severable.

34. LAND USE APPROVALS. This Agreement shall not be construed as a basis for granting, assuring, indicating, denying, refusing to grant or preventing any future grant of land use zoning approval, permissions, variances, special exceptions or any other rights with respect to the real property in the approved uses area, so long as those approvals do not render this Agreement null and void, and/or negatively impact the IQ use by the User.

35. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, Florida Administrative Code, Collier County Ordinances, and the IQ Water Policy, as they may be amended or replaced from time to time.

36. ASSIGNMENT. Assignment or transfer of the User's rights or obligations under this Agreement is prohibited without prior written consent of the District. Any attempt by User to assign or otherwise transfer this Agreement off the Property shall be deemed to be null and void.

37. BINDING EFFECT. This Agreement shall be binding upon the Parties hereto, their successors and assignees.

38. RECORDATION; AGREEMENT RUNS WITH THE LAND. This Agreement shall be executed in accordance with Florida Statutes to allow for it to be recorded in the Public Records of Collier County, Florida, at the District's cost, and shall thereby run with the land. Any easement granted by the User and any successor and/or assigns, or any termination issued hereunder, shall also be recorded in the Public Records of Collier County, Florida.

39. ENTIRE Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter referenced herein. Any amendment hereto shall be in writing duly executed with the same formalities as this Agreement by the Parties hereto, or their successors in interest to the Property. Each amendment shall

clearly and specifically refer to this Agreement by title and date. Any amendments to Ordinance No. 2013-48, as amended, or the IQ Water Policy shall not be applicable to the User during the initial five (5) year term of this Agreement.

40. SPECIAL PROVISONS. Exhibit "D" attached hereto depicts the general location of the sub-User connection points.

41. EXHIBITS. See attachments.

Witnesses:

AS TO USER: [Insert User Name]

_____
Witness (Signature)
Name: _____

_____

By: _____

_____
Print Name and title

_____
Witness (Signature)
Name: _____

_____
Witness (Signature)
Name: _____

_____
[USER NAME] – If a co-owner

_____
Witness (Signature)
Name: _____

AS TO THE DISTRICT:

ATTEST:
Crystal K. Kinzel, Clerk of the
Circuit Court and Comptroller

By: _____
, DEPUTY CLERK

BOARD OF DISTRICT COMMISSIONER, COLLIER DISTRICT, FLORIDA, AS THE GOVERNING BODY OF COLLIER DISTRICT AND EX-OFFICIO THE GOVERNING BOARD OF THE COLLIER DISTRICT WATER-SEWER DISTRICT

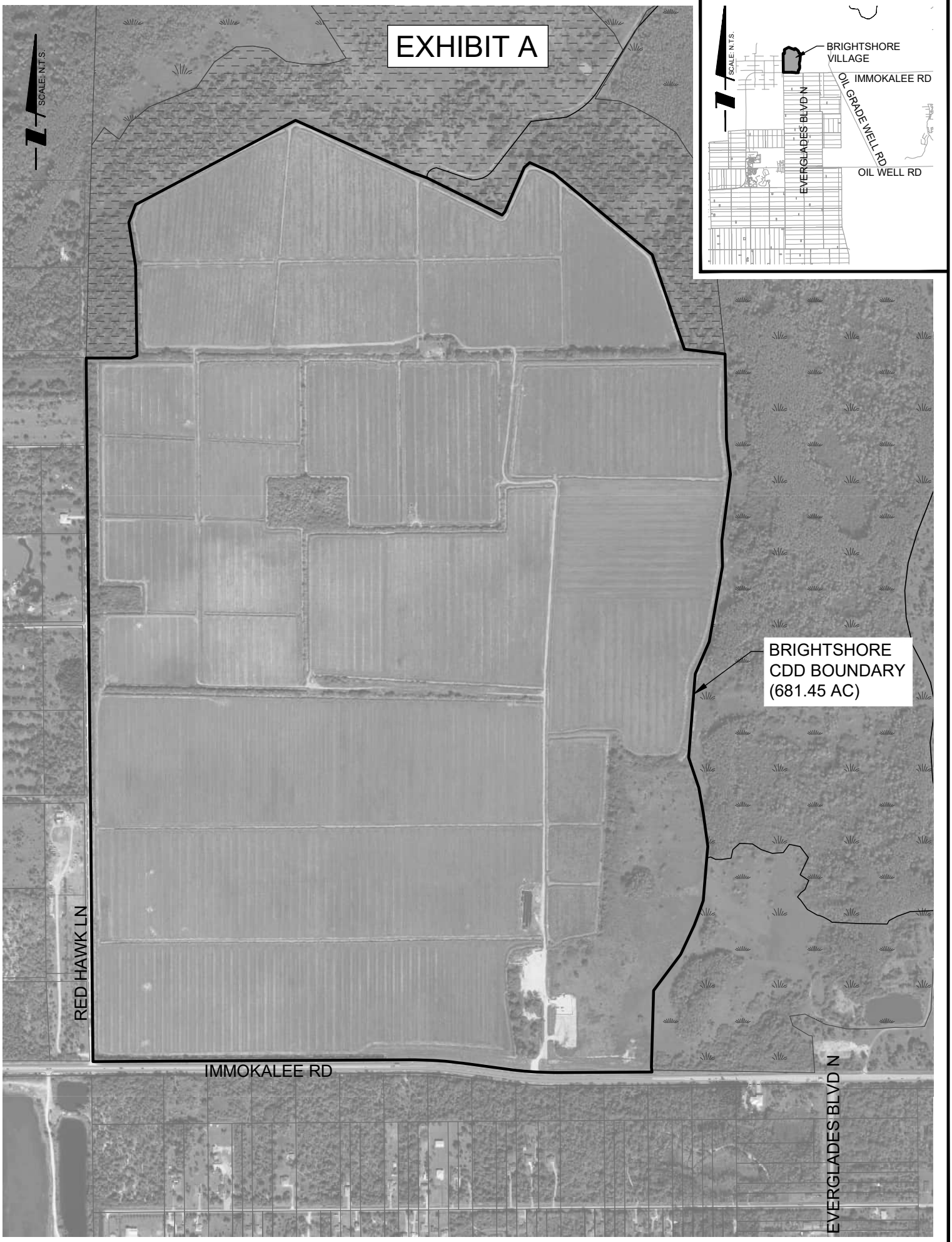
By: _____

Approved as to form and legality:

_____
Scott R. Teach
Deputy Collier County Attorney

EXHIBIT A

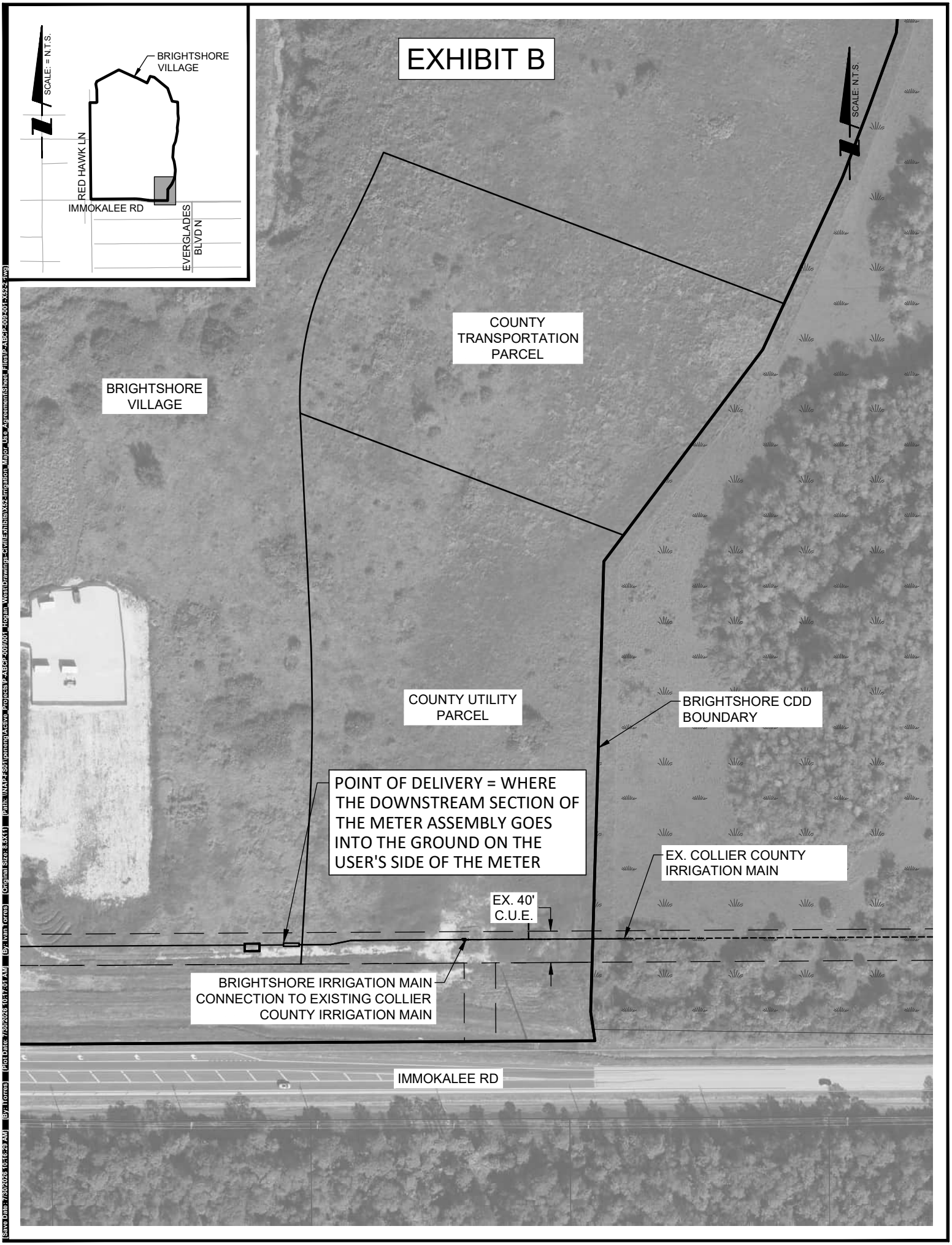
Property Description



Save Date: 7/24/2026 8:35:05 PM | By: I Torres | Plot Date: 7/30/2026 9:39:21 AM | By: Ivan Torres | Original Size: 8.5X11 | Path: \\NAPLFS01\Perem\Active Projects\P-ABGP-2009.001 - Hogan_West\Drawings\Civil\Exhibits\9x42 Irrigation_Major Use Agreement\Sheet Files\P-ABGP-2009-001-EX9-1.dwg

EXHIBIT B

Point of Delivery



Save Date: 7/30/2026 10:16:29 AM | By: I Torres | Plot Date: 7/30/2026 10:17:01 AM | By: Ivan Torres | Original Size: 8.5X11 | Path: \\NAPFS01\pentony\Active Projects\P-ABCP-2005001_Hogan_West\Drawings-Civil\Exhibits\X62-Irrigation_Major_Use_Agreement\Sheet_Files\P-ABCP-2005001X62-1.dwg

EXHIBIT C

Cross Connection Inspections Required

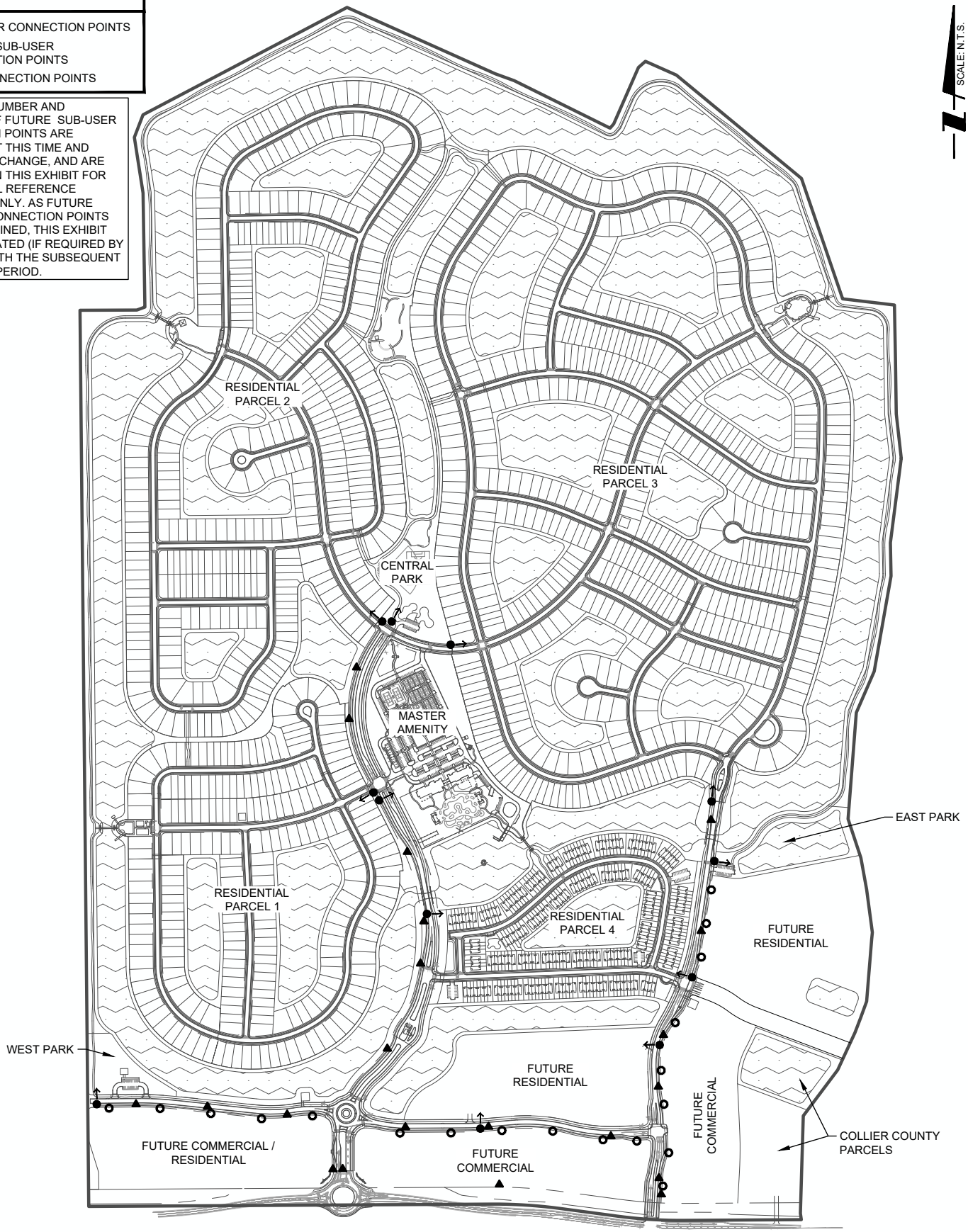
Amenity Campus
Residential Neighborhood connection points
Each developed commercial tract

LEGEND

- SUB-USER CONNECTION POINTS
- FUTURE SUB-USER CONNECTION POINTS
- CDD CONNECTION POINTS

NOTE: THE NUMBER AND LOCATION OF FUTURE SUB-USER CONNECTION POINTS ARE UNKNOWN AT THIS TIME AND SUBJECT TO CHANGE, AND ARE DEPICTED ON THIS EXHIBIT FOR CONCEPTUAL REFERENCE PURPOSES ONLY. AS FUTURE SUB-USER CONNECTION POINTS ARE DETERMINED, THIS EXHIBIT CAN BE UPDATED (IF REQUIRED BY DISTRICT) WITH THE SUBSEQUENT REPORTING PERIOD.

SCALE: N.T.S.



PENINSULA ENGINEERING
• CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE
• PLANNING AND ZONING • SURVEYING
• ENVIRONMENTAL SERVICES • LAND DEVELOPMENT
2600 Golden Gate Pkwy 239.403.6700
Naples, FL 34105 Pen-Eng.com
Florida Engineering C.A #28275
Florida Landscape C.A #LC26000632

PROJECT:

BRIGHTSHORE VILLAGE

TITLE:

EXHIBIT C:
CROSS CONNECTION INSPECTIONS REQUIRED

Save Date: 9/4/2023 8:24:16 AM | By: Ivan Lorres | Plot Date: 9/7/2023 8:28:3 AM | By: Ivan Lorres | (Original Size: 8.5X11) | Path: P:\Active Projects\P-ABCP-2005004-Brightshore Park\Drawings-civil\600-Exhibits\X48-Irrigation Connection Exhibits\Sheet Files\P-ABCP-2005004-600-X48-1.dwg

EXHIBIT D

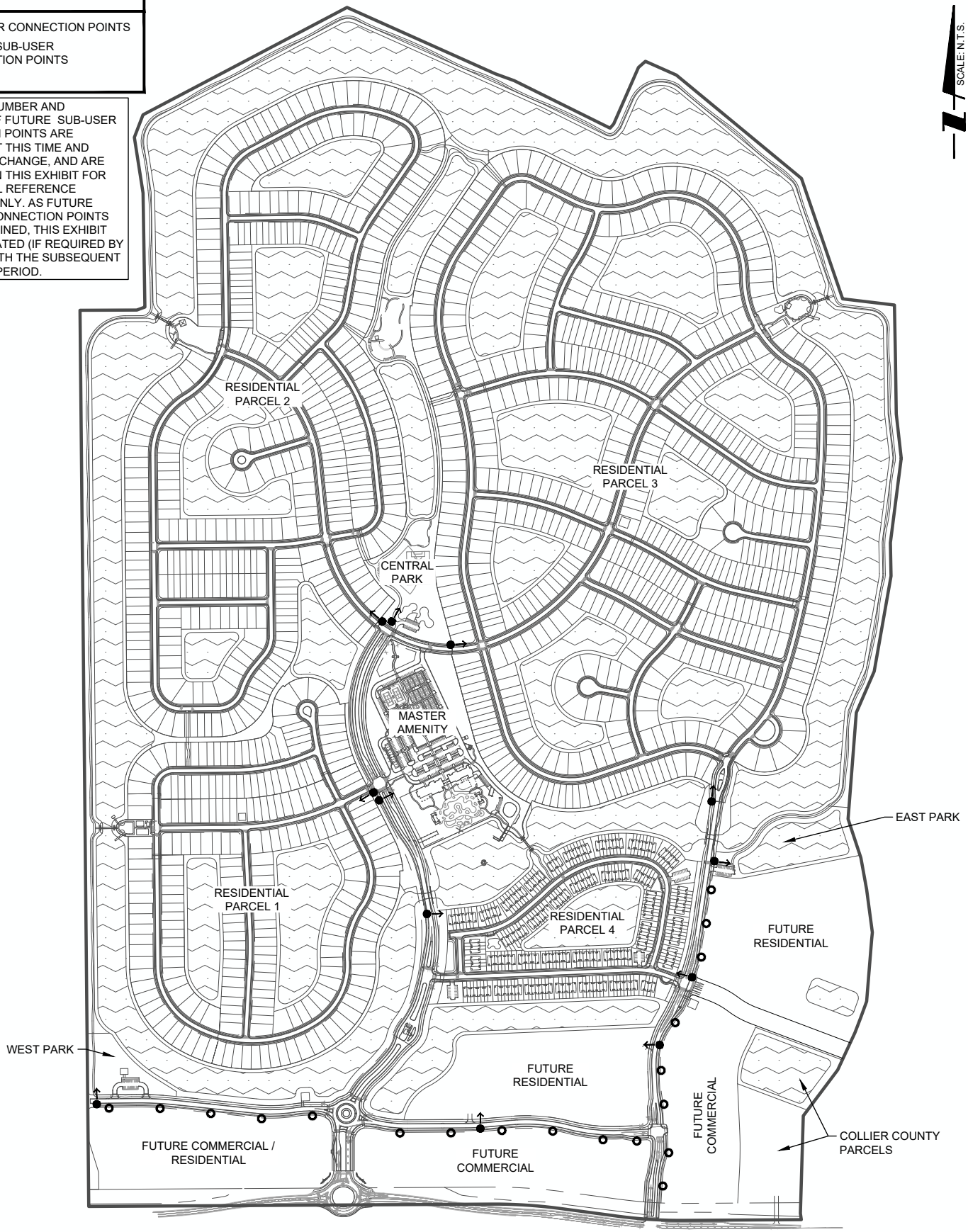
Special Provisions

LEGEND

- SUB-USER CONNECTION POINTS
- FUTURE SUB-USER CONNECTION POINTS

NOTE: THE NUMBER AND LOCATION OF FUTURE SUB-USER CONNECTION POINTS ARE UNKNOWN AT THIS TIME AND SUBJECT TO CHANGE, AND ARE DEPICTED ON THIS EXHIBIT FOR CONCEPTUAL REFERENCE PURPOSES ONLY. AS FUTURE SUB-USER CONNECTION POINTS ARE DETERMINED, THIS EXHIBIT CAN BE UPDATED (IF REQUIRED BY DISTRICT) WITH THE SUBSEQUENT REPORTING PERIOD.

SCALE: N.T.S.



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PROJECT:

BRIGHTSHORE VILLAGE

TITLE:

EXHIBIT D: SUB-USER CONNECTION POINTS

[Save Date: 9/4/2026 8:23:55 AM] [By: Ivan Lorres] [Plot Date: 9/4/2026 8:24:00 AM] [By: Ivan Lorres] [Original Size: 8.5X11] [Path: P:\Active Projects\P-ABCP-2005004-Brightshore Park\Drawings-civil\600-Exhibits\X48-Irrigation Connection Exhibits\Sheet Files\P-ABCP-2005004-600-X48-2.dwg]

Brightshore
Community Development District

Administrative Matters

Consideration of Master
Declaration Joinder with CDD

FIRST AMENDMENT TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT ("**Amendment**") is made as of this _____ day of _____, 2026 by and between HOGAN FARMS, LLC, a Florida limited liability company ("**Seller**") and company ("**Buyer**") (collectively, the "**Parties**").

RECITALS

WHEREAS, Seller and Buyer entered into that certain Amended and Restated Purchase and Sale Agreement dated February 16, 2026 (the "**Agreement**"); and

WHEREAS, Buyer, the other builders in the Village, Brightshore Master Property Owners' Association, Inc., a Florida not-for-profit corporation ("**Association**"), the CDD and Declarant entered into that certain Master HOA Construction and Escrow Agreement dated February 16, 2026 (the "**Master HOA Construction and Escrow Agreement**"); and

WHEREAS, Seller has recorded the Initial Plat and Section 3.4 of the Agreement provides that, upon such recording, the parties shall execute an amendment to set forth the legal description of the Property being conveyed under the Agreement; and

WHEREAS, Seller and Buyer desire to amend the Agreement as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is mutually agreed as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference. All initially capitalized terms not otherwise defined in this Amendment shall have the same meaning ascribed to such terms in the Agreement.

2. Legal Description of Property. The legal description of the Property is hereby set forth on **Exhibit "A"** attached hereto and incorporated herein by this reference, which reflects the Property as recorded under the Initial Plat by Seller.

3. Closing Payment.

4. Additional Documents Relating to CDD. The following sentence is hereby added to the end of Section 4.15(c) of the Agreement: "In addition, whether or not recorded against the Property, Buyer agrees to execute such continuing disclosure agreements, true up agreements, assignments (including for any bond tranche issued after Closing), collateral assignments and any other documents as may be reasonably requested by Seller or CDD from time to time in conjunction with future bond issuances."

5. CDD Bond Issuance Tranches. The Parties acknowledge and agree that the CDD has elected to structure its bond issuances in two (2) tranches, with the first tranche issued prior to Closing and the second tranche issued after Closing.

6. Master Declaration Joinder by CDD. The Parties acknowledge and agree that the CDD shall execute a joinder to the Master Declaration, since the CDD now holds title to a portion of the lands to be encumbered by the Master Declaration.

7. Master Declaration - Baseline Standards. Section 2.7 of the Master Declaration shall be revised to read as follows:

> Section 2.7 **Baseline Standards**. The baseline architectural and landscape standards that must be complied with pertaining to the construction and landscaping of each Lot within the Property. The Association, through its Board, shall have the power and authority to make, adopt, establish, amend, modify, repeal and/or enforce the Baseline Standards from time to time. At such time as the Baseline Standards are adopted, the Association will add them to this Declaration in the form of an Amendment hereto.

8. Master Declaration - Boat Management Plan. Section 2.28 of the Master Declaration shall be revised to read as follows:

> Section 2.28 **Boat Management Plan**. The rules and procedures that must be followed in order for the Owner of a Lot that is adjacent to the Ring Lake to install a boat dock and use a boat on the Ring Lake. The Association, through its Board, and/or CDD, shall have the power and authority to make, adopt, establish, amend, modify, repeal and/or enforce the Boat Management Plan from time to time. At such time as the Boat Management Plan is adopted, the Association will add it to this Declaration in the form of an Amendment hereto. The Association and/or CDD shall maintain the current Boat Management Plan, if any, and shall make it available to any Owner upon request.

9. Master Declaration - Rules and Regulations. The following sentences shall replace the last two sentences of Section 2.62 of the Master Declaration: "At such time as Rules and Regulations are adopted, the Association will add them to this Declaration in the form of an Amendment hereto. The Association shall maintain the current Rules and Regulations, if any, and shall make them available to any Owner upon request."

10. Master Declaration - Neighborhood Lakes Irrigation Easement; Recreation Easement. The following additional provisions shall be added as new Sections 4.8 and 4.9 of the Master Declaration:

> Section 4.8 **Neighborhood Lakes Irrigation Easement**. There is hereby established, for the benefit of each Neighborhood Association, a perpetual, non-exclusive right and easement over, upon, in, through and across those lake tracts located within each

Neighborhood (being the same lakes referenced in Section 6.5, below), for the sole purpose of installing, operating, maintaining, repairing and replacing:

(a) irrigation lines within the upland lake embankment located in such lake, drainage tract or lake drainage easement, which irrigation lines shall be installed only in accordance with plans and specifications approved in advance and in writing by the CDD; and

(b) decorative fountains within such lakes.

The applicable Neighborhood Association shall bear the sole cost and expense of exercising the easements granted in this Section in its sole and absolute discretion. Each Neighborhood Association shall be responsible for all damage arising from or related to its exercise of such easements, and shall indemnify, defend and hold the CDD harmless from and against all claims, losses, damages, liabilities, costs and expenses arising from or related to that Neighborhood Association's use of, or activities within, such lake tracts. The CDD may enforce the terms and conditions of such easements against the applicable Neighborhood Association. For the avoidance of doubt, other than the irrigation lines and fountains expressly permitted in this Section, no Neighborhood Association shall construct, install or place any other Improvements within such lake tracts without the CDD's prior written consent in its sole and absolute discretion.

Section 4.9 **Recreation Easement**. There is hereby established, for the benefit of the Association and its members, a perpetual, non-exclusive right and easement over, upon, in, through and across the Ring Lake for the purpose of recreational use of motor and non-motor boats, subject to the rules, conditions and restrictions set forth in the Boat Management Plan, which may be revised from time to time in the sole and absolute discretion of the Association and/or the CDD.

11. Master Declaration - Amendments by the Association. The heading of Section 13.2 of the Master Declaration shall be revised to add "Amendments by the Association" to the end thereof, and the following provisions shall be added to the end of Section 13.2 of the Master Declaration:

Notwithstanding anything in this Declaration to the contrary, whenever the Rules and Regulations, the Boat Management Plan and/or the Baseline Standards are made, adopted, established, amended, modified, or repealed, the Association shall have the right to record an amendment to this Declaration in the Public Records of the County memorializing such change. Any such amendment may be executed and recorded by the Association alone, without the vote, approval, consent or joinder of any Member or any other party; provided, however, that for so long as the Declarant retains Class B membership, no such amendment shall be recorded without the prior written consent of the Declarant.

12. CDD Enforcement Under Master Declaration. The first sentence of Section 13.5 of the Master Declaration is hereby deleted in its entirety and replaced with the following two sentences: "If any Owner (or any family member, tenant, occupant, agent, employee, invitee, contractor, subcontractor,

visitor and/or guest of an Owner), the Association or any Neighborhood Association violates, fails to comply with and/or refuses to comply with any of the restrictions, terms, conditions, covenants, rules, regulations, and/or any provisions contained in any of the Governing Documents, as they may be amended from time to time, the Declarant, the Association, the CDD and/or any Owner shall be entitled to any and all such remedies available at law or in equity. All such remedies may be exercised and pursued singly, sequentially or in any combination."

13. Declarant Under Declaration of Easements and Cost Sharing. The Parties acknowledge and agree that Brightshore Management, LLC, a Florida limited liability company, shall be the "Declarant" under the Declaration of Easements and Cost Sharing (consistent with its role as "Declarant" under the Master Declaration).

14. Declaration of Easements and Cost Sharing - Easement for Inspection by Collier County. The following sentence shall be added to the end of Section 3.4 of the Declaration of Easements and Cost Sharing: "In addition, a perpetual access easement is hereby established over all roads within any portion of any of the Parcels, as well as over all common area tracts and the outdoor portions of residential lots and commercial tracts, in favor of the Collier County Water-Sewer District (the "County") for the purpose of enabling the County to perform inspections from time to time to ensure that no cross connections exist between the irrigation system serving the Parcels and the utility lines delivering potable water to such parcels."

15. CDD Enforcement Under Declaration of Easements and Cost Sharing. The first sentence of Section 6.2 of the Declaration of Easements and Cost Sharing is hereby deleted in its entirety and replaced with the following: "The CDD, any Owner, the Residential Master Association and/or any Neighborhood Association shall have the right to enforce, by proceedings at law or in equity, all requirements, restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration against any Owner, the Residential Master Association, any Neighborhood Association, and any commercial property owners' association, and shall be entitled to recover all expenses, costs and attorney's fees related thereto."

16. Memorandum of Agreement. The Memorandum of Agreement is hereby corrected to replace each reference to the "Closing Payment" with the "True-Up Payment" and to provide that, upon Builder's recording of a re-plat, any tracts designated for "future development," together with all platted residential lots and/or villa units, shall remain encumbered under the Memorandum of Agreement.

17. No Other Modifications. Except as expressly modified by this Amendment, the Agreement remains in full force and effect and is unmodified. In the case of any conflicts between the terms of the Agreement and this Amendment, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed an original but together shall constitute one agreement. A facsimile or electronic signature shall be deemed to have the effect of an original to the party so delivering such signature.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Amendment as of the date first above written.

SELLER:

HOGAN FARMS, LLC,
a Florida limited liability company

By: Barron Collier Corporation,
a Florida corporation,
its Manager

By: _____
Brian Goguen, Vice President

By: _____
Jeff Sonalia, Vice President

BUYER:

By: _____
Print Name: _____
Title: _____

Exhibit "A"

Tracts FD-8 and D-3, BRIGHTSHORE VILLAGE, according to the plat thereof as recorded in Plat Book 78, Pages 1 through 24, inclusive, of the Public Records of Collier County, Florida.

Exhibit "C" to A&R PSA

Prepared by:
Matthew L. Grabinski, Esq.
COLEMAN, YOVANOVICH
& KOESTER, P.A.
4001 Tamiami Trail N., #300
Naples, Florida 34103
(239) 435-3535

MASTER DECLARATION OF COVENANTS, EASEMENTS

AND RESTRICTIONS FOR BRIGHTSHORE

[Residential Component]

THIS MASTER DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR BRIGHTSHORE (hereinafter this "Declaration") is made this _____ day of _____, 2024, by **BRIGHTSHORE MANAGEMENT, LLC,** a Florida limited liability company ("Declarant") and is joined by Hogan Farms, LLC, a Florida limited liability company ("Hogan"), solely for the purpose of consenting to encumbering the Property (defined below) to this Declaration.

RECITALS

WHEREAS, Hogan is the owner of that certain real property located in Collier County, Florida, and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), which Property is part of a master-planned community known as "Brightshore"); and

WHEREAS, in order to preserve and protect the value and desirability of the Property, the Declarant deems it prudent to place this Declaration of record and to subject the Property to the matters set forth below.

NOW, THEREFORE, Declarant declares that the Property is and shall be owned, improved, held, conveyed, mortgaged, transferred and occupied subject to the terms of this Declaration.

ARTICLE 1
OVERVIEW; RELATIONSHIP OF ASSOCIATION, NEIGHBORHOODS AND CDD; IMPORTANT DISCLOSURES

Section 1.1 **Project Overview.** Brightshore is a master planned community located in Collier County, Florida and will contain both residential and commercial components. This Declaration only encumbers the residential portions of Brightshore and ancillary common areas. The Association may have rights and/or obligations to access and maintain certain drainage, landscape and/or infrastructure facilities with respect to the commercial properties located within Brightshore; in such event, the owners of lands within the commercial portions of Brightshore (including any portions of Brightshore developed with residential apartments) will reimburse the Association pursuant to the Cost Sharing Declaration.

Section 1.2 **Relationship with Neighborhoods.** The primary purpose of this Declaration is to establish easements and covenants to ensure the orderly ownership, maintenance and administration of the Property and to delineate the primary and secondary maintenance obligations with respect to facilities located both within and outside the boundaries of the Property, as they may pertain to the Association, the CDD, Owners and individual Neighborhood Associations. While this Declaration establishes certain baseline use restrictions pertaining to architectural controls, maintenance and the use of Lots, Common Areas and certain Areas of Common Responsibility, each individual Neighborhood within the Property has established or will establish its own Neighborhood Association which will be governed by a separate Neighborhood Declaration which will contain additional (and more stringent) rules and regulations.

Section 1.3 **CDD; Off-Site Mitigation Areas; Environmental Transfer Fees**. The Brightshore Community Development District has been established to construct and/or acquire certain backbone infrastructure that serves Brightshore. Such infrastructure may include, without limitation, the CDD Roads and the Ring Lake, and other portions of the Surface Water Management System. In addition to owning and operating certain facilities within the Property, the CDD will also be responsible for maintaining, in perpetuity, the Off-Site Mitigation Area (however, the CDD will enter into an agreement with the Collier Stewardship Services, Inc., pursuant to which CSS will undertake such responsibilities, the cost of which shall be funded primarily through the collection of Environmental Transfer Fees pursuant to the Environmental Transfer Fee Covenant, as defined more particularly, below). The Environmental

Transfer Fees required to be paid upon the closing of each sale (including re-sales) of a Lot are in addition to the Assessments payable to the Association hereunder, and are in addition to assessments levied by the CDD; however, the Environmental Transfer Fee is not due upon the closing of the initial sale of a vacant Lot to a Builder (nor on a sale of a vacant Lot from one Builder to another Builder if such sale is approved by the Declarant).

Section 1.4 **Certain Components of Community are Available for Public Use**. THE RING LAKE AND CDD PARK LANDS (AS DEFINED HEREINBELOW) WILL BE OPEN FOR PUBLIC USE AND ENJOYMENT, AND THE NORTHERN POINT OF THE CDD PARK LANDS MAY ALSO INCLUDE A PHYSICAL CONNECTION TO A NATURE TRAIL EXTENDING NORTH FROM BRIGHTSHORE. THE CDD (AND ITS DELAGATEES) SHALL HAVE THE RIGHT TO PROMULGATE ADDITIONAL RULES AND RESTRICTIONS REGARDING ACCESS TO AND USE OF THE CDD PARK LANDS AND THE FACT THAT SUCH LANDS MAY FROM TIME TO TIME BE CLOSED OR OTHERWISE UNAVAILABLE FOR USE DUE TO MAINTENANCE ACTIVITIES (OR PRIVATE EVENTS) SHALL NOT EXCUSE ANY OWNER FROM THE OBLIGATION TO PAY THE APPLICABLE ASSESSMENTS RELATED THERETO TO THE CDD.

Section 1.5 **Master Irrigation System; Irrigation Quality Water**. Brightshore shall be served by a master irrigation system, through which Collier County will deliver irrigation quality water to the Property pursuant to that certain Agreement to Provide Potable Water, Wastewater and Irrigation Water Utility Services recorded at O.R. Book 6204, page 1721 of the Public Records. The cost of irrigation water service delivered through such system shall be invoiced by Collier County to the CDD under one (1) master meter (resulting in one (1) invoice from the County being delivered and billed to the CDD), with the CDD delivering such irrigation quality water to each Neighborhood Association (via sub-meters installed by or at the direction of the CDD at the entrance of each Neighborhood). Each Neighborhood Association will be responsible to pay the CDD for the irrigation usage as indicated on their sub-meter. Any irrigation line breakage or other irrigation related issue located downstream of the Neighborhood's sub-meter shall be maintained, repaired and from time to time replaced by the applicable Neighborhood Association, and shall not excuse the Neighborhood from paying the CDD for the irrigation water. **Irrigation quality water is not considered potable and may not be used for consumption purposes.**

Section 1.6 **Notice of Future Roadway Improvements.** Pursuant to Section 11 of that certain Agreement recorded at O.R. Book 6201, page 1907 of the Public Records of Collier County ("County Agreement"), each person that acquires a Lot acknowledges that they have been advised that the County intends to widen Immokalee Road (located along the south boundary of Brightshore) and perform additional improvement work related thereto, and that Red Hawk Lane (located along the west boundary of Brightshore) may also be paved in the future, all as set forth more particularly in the County Agreement ("Potential Road Improvements"). In addition, each person that acquires a Lot acknowledges and agrees that they have been advised that in conjunction with the Potential Road Improvements, the County will not construct any sound wall or other barrier of any kind to reduce the impact and additional noise that may be experienced as a result of the completion of the Potential Road Improvements.

ARTICLE 2
DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

Section 2.1 **Additional Property**. The lands and/or real property (excluding the Property), together with any Improvements thereon, which hereafter may be made subject to this Declaration by annexation pursuant to Article 3 of this Declaration.

Section 2.2 **Amenity Center**. Shall mean and refer to the primary amenity that will be located within the Property on platted Tract C-8, owned by the Association, and used to provide social and recreational facilities that will be available to the residents of the Property, subject to the terms and conditions hereof, including the applicable Rules and Regulations attached hereto, as the same may be amended from time to time. In addition although included in the Common Areas, certain portions of the Amenity Center may consist of commercial space that the Association (with the approval of the Board of Directors) may lease to one or or more third party vendors. .

Section 2.3 **Area of Common Responsibility**. Shall mean and refer to certain lands and facilities that may be located within or outside the boundaries of the Property, that are not designated as Common Area, but for which the Association has primary maintenance responsibilities (whether pursuant to the terms of this Declaration, the Cost Sharing Declaration, or pursuant to the terms of an Operating and Maintenance Agreement). **It is anticipated that that certain CDD Park Lands and Open Spaces will be treated as an Area of Common Responsibility pursuant to one or more Operating and Maintenance Agreements**

Section 2.4 **Articles**. The Articles of Incorporation of Brightshore Master Property Owner's Association, Inc., as amended from time to time. A copy of the initial Articles is attached as Exhibit "____" to this Declaration and incorporated herein by this reference. The Articles may be amended as provided therein. A copy of each amendment to the Articles shall be recorded in the Public Records of Collier County, Florida. It shall not be necessary to amend this Declaration in order to amend the Articles.

Section 2.5 **Assessment**. The charges levied by the Association from time to time against the Owners, the Lots within the Property for the purposes set forth in this Declaration, and shall include (individually and collectively as the context permits) but are not limited to: (1) Initiation Assessment; (2) Amenity Assessment, (3) Annual Assessment; (4) Special Assessment; and (5) Individual Assessment, all as described more particularly in Article 9 of this Declaration.

Section 2.6 **Association**. Brightshore Master Property Owners' Association, Inc., a Florida not for profit corporation, its successors and assigns.

Section 2.7 **Baseline Standards**. The baseline architectural and landscape standards that must be complied with pertaining to the construction and landscaping of each Lot within the Property, as set forth on Exhibit "____" attached hereto.

Section 2.8 **Board**. The Board of Directors of the Association.

Section 2.9 **Builder**. Means any entity that is the initial purchaser of one or more Lots (or portion of the Property to be platted into Lots) for the purpose of constructing improvements for later sale to consumers or parcels of land within the Property for further subdivision, development, and/or resale in the ordinary course of such entity's business. Without limiting the generality of the foregoing, the following entities are initial Builders: Pulte Home Company, LLC, a Michigan limited liability company, {MI Homes}, Taylor Morrison of Florida, Inc., a Florida corporation, CAH – Brightshore, LLC, a Florida limited liability company, Toll Bros., Inc., a Pennsylvania corporation.

Section 2.10 **Bulk Service Agreement.** An agreement that may initially be entered into by the Declarant (or an affiliate of the Declarant) and ultimately assigned to the Association, pursuant to which one or more utility services may be provided to all Lot owners (through Community Systems); utility services provided pursuant to a Bulk Service Agreement may be billed by the Association as a Common Expense or directly to each Lot Owner. Without limiting the generality of the foregoing, Declarant may

enter into a Bulk Service Agreement with a telecommunications service provider selected by Declarant, pursuant to which such provider will provide basic cable and/or internet services to all Lots within the Property. Any Bulk Service Agreement entered into by the Declarant for the benefit of Brightshore will be assigned to and assumed by the Association.

Section 2.11 **Bylaws**. The Bylaws of Brightshore Master Property Owner's Association, Inc., as amended from time to time. A copy of the initial Bylaws is attached as Exhibit "___" to this Declaration and is incorporated herein by this reference. The Bylaws may be amended as provided therein, and a copy of each amendment to the Bylaws shall be recorded in the Public Records of Collier County, Florida. It shall not be necessary to amend this Declaration in order to amend the Bylaws.

Section 2.12 **CDD**. The Brightshore Community Development District, a community development district created pursuant to Chapter 190 of the Florida Statutes.

Section 2.13 **CDD Allocation Methodology.** Shall, with respect to any expense that may be incurred by the CDD, mean and refer to the manner in which the CDD has allocated the share of such expenses to each of the Lots within Brightshore.

Section 2.14 **CDD Park Lands**. Shall mean and refer to certain tracts of land located within the Property, which will be dedicated to the CDD and which shall be accessible by both the residents of the Community as well as the public, for passive recreational use. The general location of the CDD Park Lands is graphically depicted on sheet ____of the Master Site Plan. Although the CDD Park Lands will be owned by the CDD, the Association may enter into one or more Operating and Maintenance Agreements with the CDD pursuant to which the Association may agree to be primarily responsible for the day-to-day operation and maintenance of all or a specified portion of the CDD Park Lands.

Section 2.15 **Central Park**. Shall mean and refer to certain tracts of land located within the Property on platted Tract C-13, which will be owned and maintained by the Association as part of the Common Areas. The general location of the Central Park is graphically depicted on sheet _____ of the Master Site Plan.

Section 2.16 **Change in CPI.** shall be calculated as follows: If the Consumer Price Index (defined as the Consumer Price Index for the United States Average for all Items for Urban Wage Earners and Clerical Workers issued by the Bureau of Labor Statistics of the United States Department of Labor, or its equivalent if such Consumer Price Index is discontinued) for the month of August of the applicable year ("Anniversary Price Index") is different from the same Consumer Price Index for September 202___ ("Base Price Index"), then all calculations set forth in Agreement which are subject to adjustments in accordance with the Consumer Price Index, shall be adjusted by multiplying by a factor equal to the Anniversary Price Index for the year in which such calculation is made divided by the Base Price Index, and such adjustment shall be deemed effective as of January 1st of the year following the year in which such adjustment is made. It is agreed that the "Base Price Index" is: _____, provided that there is no adjustment to the Base Year by the Bureau of Labor Statistics of the United States Department of Labor.

Section 2.17 **Collier Stewardship Services or CSS**. Collier Stewardship Services, Inc., a Florida not-for-profit corporation. Certain Environmental Transfer Fees shall be paid to the CDD, but delivered to the CDD c/o CSS, pursuant to the Environmental Transfer Fee Covenant.

Section 2.18 **Common Area or Common Areas**. The real and/or personal property from time to time owned by the Association and devoted to the use and/or enjoyment of the Members of the Association, including, but not limited to, the Amenity Center, Central Park, Pedestrian Bridges, Pocket Parks, and any portion of the Property and/or any personal property that have been designated as a Common

Area by the Declarant. The Association shall accept, own, operate, maintain, repair, replace and insure all Common Areas for the common use, benefit and enjoyment of the Owners in accordance with and subject to the terms of this Declaration. Portions of the Common Areas may be subject to easements for the operation and maintenance of the Master Drainage System.

Section 2.19 **Common Expense**. The expenses of operating the Association and/or the costs and expenses incurred by the Association in performing its duties, in exercising its powers and/or in exercising its prerogatives, including without limitation, (a) costs incurred for the operation, improvement, management, maintenance, repair, replacement and/or insurance of the Common Area, as well as any portion of the Areas of Common Responsibility that the Association is charged with maintaining under this Declaration, (b) the cost of telecommunication services billed to the Association under a Bulk Service Agreement, (c) the funding of any reserve accounts established by the Association, (d) any charges and/or fees imposed by the CDD on the Association and/or the Common Areas, and (e) any expenses incurred by the Association under an Operating and Maintenance Agreement and allocable to all Lots equally, pursuant to Section 7.2(a), below.

Section 2.20 **Community Systems and Services**. Such telecommunication systems (including, without limitation, cable television, satellite television, community intranet, internet, telephone and other systems for receiving, distributing and transmitting electronic data, signals, and audio or visual communications), systems and services, utilities (including, without limitation, irrigation quality effluent), and similar systems and services, including, without limitation, conduits, wires, amplifiers, towers, antennae, and other apparatus and equipment for the operation and/or provision thereof (collectively, the "Community Systems and Services")

Section 2.21 **Cost Sharing Declaration**. It shall mean and refer to that certain Declaration of Easements, Maintenance and Cost Sharing Covenants recorded in OR Book _____, Page _____, of the Public Records of Collier County, Florida, which Declaration establishes certain easement, maintenance and cost sharing obligations between the CDD, Owners within the Property, and the Owners of the remaining tracts of land within Brightshore.

Section 2.22 **County**. Collier County, Florida, a political subdivision of the State of Florida.

Section 2.23 **Declaration**. This Master Declaration of Easements, Covenants and Restrictions for Brightshore, as amended and/or supplemented from time to time.

Section 2.24 **Declarant**. Declarant shall mean BRIGHTSHORE MANAGEMENT, LLC, a Florida limited liability company, its successors or assigns. Some or all of the rights and/or obligations of the Declarant may be assigned to one or more successor Declarants, in whole or in part, on an exclusive or non-exclusive basis, by the execution and recording of an assignment of Declarant's rights in the public records of County.

Section 2.25 **Deferred Maintenance and Capital Repair Account**. Is described in Section 9.10, below.

Section 2.26 **Director**. A member of the Association's Board of Directors.

Section 2.27 **District**. The South Florida Water Management District.

Section 2.28 **District Permit**. The Environmental Resource Permit(s) issued by the District, as modified from time to time with the approval of the District, and pertaining to all or any portion of Brightshore. A copy of the initial District Permit (as same exists on the date of this Declaration) is attached

as Exhibit "D" to this Declaration and is incorporated herein by this reference. It shall not be necessary to amend this Declaration in order to amend and/or modify the District Permit.

Section 2.29 **Boat Management Plan**. The rules and procedures that must be followed in order for the Owner of a Lot that is adjacent to the Ring Lake to install a boat dock and use a boat on the Ring Lake. The initial Boat Management Plan is attached hereto as Exhibit "___", and is subject to revision by the Association and/or CDD.

Section 2.30 **Enforcement Costs**. All reasonable costs of enforcement of the terms, conditions, provisions, restrictions and/or covenants of any of the Governing Documents (including without limitations, the collection of Assessments) and/or Florida law, whether or not any suit or other judicial or administrative proceeding is filed, and, if a proceeding is filed, all reasonable costs before and during any such proceeding, at all levels of proceedings, and in any post-judgment proceedings, including but not limited to, court costs, attorney fees, paralegal fees, expert fees and disbursements.

Section 2.31 **Environmental Transfer Fees**. Shall mean and refer to environmental transfer fees that shall be due and payable to the Collier Stewardship Services upon the closing of the sale (including resales) of each Lot within the Property, as set forth and described more particularly in the Environmental Transfer Fee Covenant; however, there shall not be Environmental Transfer Fees due or payable upon the closing of the initial sale of a vacant Lot to a Builder (including, with Declarant's express written consent, the sale of a vacant Lot from one Builder to another Builder).

Section 2.32 **Environmental Transfer Fee Covenant**. Shall mean and refer to that certain Environmental Transfer Fee Covenant recorded in OR Book _____, Page _____, of the Public Records of Collier County, Florida.

Section 2.33 **Fiscal Year**. The time period beginning on January 1 through and including December 31 of each calendar year, or such other period of time as may subsequently be determined by the Board.

Section 2.34 **Governing Documents**. This Declaration, the Articles, the Bylaws, each subdivision plat of the Property, any rules and regulations promulgated by the Association, the provisions of any Neighborhood (to the extent that the Association holds enforcement rights thereunder) as each of the foregoing may be adopted, amended and/or modified from time to time.

Section 2.35 **Improvement**. All structures and improvements of any kind including, but not limited to, any building, fence, wall, sign, paving, grading, excavation, screen enclosure, sewer, drain, disposal system, landscaping, vegetation landscaping device, landscaping irrigation, irrigation system, street lighting or object, traffic control device.

Section 2.36 **Initial Plat**. Shall mean and refer to the subdivision plat of BRIGHTSHORE VILLAGE recorded in Plat Book ____, page _____ of the public records of Collier County, Florida.

Section 2.37 **Lot**. Each portion of the Property which may be independently owned and conveyed by a Person and zoned and/or platted for development, use and/or occupancy as an attached or detached Residential Dwelling Unit, regardless of whether the Lot is improved or unimproved. Lot shall refer to the land, if any, which is part of the Lot as well as any Improvements located thereon. No Lot shall include any portion of the Common Area or any other portion of the Property owned by the Association or the CDD. Although none are anticipated, if a condominium is created within any Neighborhood, each condominium unit within such condominium shall be deemed a "Lot" for purposes of this Declaration..

Section 2.38 **Mail Facilities.** Shall mean and refer to the mailbox facilities that shall be established (as required by the U.S. Postal Service) in several locations within the Property, which shall be used by the Owners for receiving mail delivered by the United States Postal Service.

Section 2.39 **Master Irrigation System.** The "back-bone" master irrigation system that will initially be constructed by the CDD and owned and maintained perpetually by the CDD to facilitate the provision of landscape irrigation water to the Property (including all Lots within the Property). .

Section 2.40 **Master Irrigation Water Allocation and Use Schedule.** The irrigation water allocation matrix and permitted watering schedule promulgated by the CDD (and subject to modification by the CDD) for the purpose of establishing the amount of irrigation quality water that the CDD shall be required to deliver and make available to each Neighborhood, as well as the times during which irrigation activities may actually occur within each Neighborhood. The initial Master Irrigation Water Allocation and Use Schedule is attached hereto as Exhibit "____" (and is subject to change by the CDD from time to time if the amount of irrigation quality water that the County is willing and able to deliver to the CDD is changed by the County).

Section 2.41 **Master Drainage System or System**. The overall system that has been designed and will be constructed and implemented primarily upon the Property (as well as the lands not included in the Property but encumbered by the Cost Sharing Declaration) to control discharges caused by rainfall events, which system is intended to collect, convey, store, absorb, inhibit, treat, use or reuse storm water in order to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, and to control the quality and quantity of discharges from the system, all as permitted by the District pursuant to the applicable portions of the Florida Administrative Code and the District Permit. The Master Drainage System will discharge to lands located to the east and north of the Property, in accordance with the Water Discharge Agreement. The Master Drainage System includes all land, easements and other facilities and appurtenances, including but not limited to, inlets, ditches, swales, culverts, water control structures, retention ponds, detention ponds, dry detention ponds, lakes, floodplain compensation areas, pipes, outfall structures, drains, wetlands, and wetland buffer areas , that together constitute and comprise the surface water management and drainage system of the Property as reflected on the plans therefor on file with and approved by the District, as same may be amended, supplemented and/or modified from time to time with the approval of the District.

Section 2.42 **Master Site Plan**. Shall mean and refer to the Master Site Plan for the Property and remaining portions of the Brightshore Community, an annotated copy of which is attached hereto as Exhibit "_____". The Master Site Plan is subject to modification by the Declarant, in the Declarant's sole and absolute discretion, and is provided as an exhibit hereto to serve as a ***general reference tool*** to provide a graphic depiction of the general location of the Amenity Center, the Ring Lake, the Pocket Parks, Neighborhood Connection Points, Pedestrian Bridges, and other primary or unique components of Brightshore Community. The Master Site Plan is intended for reference purposes only and to serve as a general visual aide; the exact location, configuration and boundaries of any of the lands and/or facilities graphically depicted on the Master Site Plan shall be as established on the applicable subdivision plat that includes such land and/or facilities and if there is any discrepancy between the applicable recorded subdivision plat and the Master Site Plan, the applicable recorded subdivision plat shall control under all circumstances.

Section 2.43 **Member**. Each member of the Association, and as more particularly described in Article 8 of this Declaration.

Section 2.44 **Member Eligible To Vote**. The Member of the Association for each Lot who will cast a ballot and/or vote on behalf of that Lot. Each Lot shall have· only one (1) Member Eligible To Vote.

Section 2.45 **Mortgage**. A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot and held by an Institutional Lender. The term "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage. The term "Institutional Lender" shall mean and refer to any bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, a credit union, real estate or realty investment trust, any agency of the United States government, the Federal Investment Mortgage Association, the Federal Home Loan Mortgage Corporation, or similar governmental or quasi-governmental agencies.

Section 2.46 **Neighborhood Association** shall mean and refer to any not-for-profit corporation established for a Neighborhood in accordance with Neighborhood Documents and may include without limitation a homeowners' association created pursuant to the Act or a condominium association created pursuant to Chapter 718, Florida Statutes.

Section 2.47 **Neighborhood Common Area** shall mean and refer to all real and personal property, including easements, which a Neighborhood Association now or hereafter owns, leases, is obligated to maintain, or otherwise holds possessory or use rights in for the common use of the Neighborhood Association or its members, whether arising by conveyance, dedications on a plat, easement, license, lease, covenant or otherwise.

Section 2.48 **Neighborhood Connection Points**. Shall mean and refer to sidewalks that have been or will be constructed within the Property, to provide pedestrian and bicycle access points between each Neighborhood, the location of which is generally depicted on the Master Site Plan. The Neighborhood Connection Points shall be part of the Common Areas, shall not be gated, and will be maintained by the Association, as a Common Expense.

Section 2.49 **Neighborhood Documents** shall mean and refer to any and all documents, instruments and agreements established by or consented to by Developer or its assigns creating and governing any Neighborhood, including without limitation, a declaration, articles of incorporation, by-laws and any rules and guidelines established thereunder.

Section 2.50 **Neighborhood Expense.** Shall mean and refer to expenses incurred by the Association (or by the CDD, as to the delivery of irrigation water to each Neighborhood via the Master Irrigation System) and allocable solely to a particular Neighborhood, in accordance with the terms hereof.

Section 2.51 **Neighborhood Lake Embankment Tract.** Shall mean and refer to each of tracts D-1, D-2, D-3, and D-4 of the Initial Plat, which will generally consist of a strip of sloped upland located adjacent to (and abutting) the Ring Lake on one side of such tract, and bounded on the other side by the remaining portions of the Neighborhood in which such embankment tract is located. Each Lake Embankment Tract will be subject to a perpetual lake maintenance easement dedicated to the CDD.

Section 2.52 **Off-Site Mitigation Area**. Shall mean and refer to the lands described or otherwise generally depicted in Exhibit "_____" attached hereto which lands are subject to environmental restrictions imposed by Collier County, and portions of which have also been encumbered by a conservation easements granted in favor of the SFWMD and U.S. Army Corps of Engineers , all as more particularly identified in the Environmental Transfer Fee Covenant (and Maintenance Agreement referenced therein). The establishment of the Off-Site Mitigation Area was an express condition of one or more of the Permits, and the perpetual maintenance responsibilities for the lands located within the Off-Site Mitigation Area

shall be undertaken for the CDD by CSS, pursuant to the Environmental Transfer Fee Covenant (and unrecorded Maintenance Agreement referenced therein).

Section 2.53 **Open Spaces.** Shall mean and refer to those portions of the Property that are dedicated to and owned by the CDD, and which, by their nature, are too small to be used as a traditional park or passive recreation area but which are intended to serve as open/buffer space. The CDD may delegate the maintenance of some (or all) Open Spaces to the Association pursuant to an Operating and Maintenance Agreement.

Section 2.54 **Operating and Maintenance Agreement**. Shall mean and refer to one or more agreements that the Association may enter into with the CDD, pursuant to which the Association may agree to undertake certain day-to-day operation, maintenance and/or repair obligations with respect to the CDD Park Lands, Open Spaces and/or any other facilities that would otherwise be maintained by the CDD. Any expenses incurred by the Association pursuant to an Operating and Maintenance Agreement shall be included in the Common Expenses of the Association or shall be billed by the Association to each Neighborhood Association, as a Neighborhood Expense (as described more particularly in Section _____, below).

Section 2.55 **Owner**. The record holder of fee simple title to any Lot within the Property, but, notwithstanding any applicable theory of the law of mortgages, the term "Owner" shall not mean and/or refer to any Mortgagee unless and until such Mortgagee has acquired title to a Lot pursuant to a foreclosure proceeding or a conveyance or other proceeding in lieu of foreclosure. "Owner" shall include any corporation, limited liability company, governmental agency, business trust, estate, trust, trustee, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity or form of ownership that holds fee simple title to a Lot within the Property. All owners of a single Lot shall be treated for all purposes as a single Owner, irrespective of the form or nature of such ownership.

Section 2.56 **Pedestrian Bridges.** Shall mean and refer to certain bridges that have been or will be built within the Property, for the purpose of providing pedestrian access from each Pocket Park, over the Ring Lake, and/or to other portions of Brightshore. The general location of the Pedestrian Bridges is graphically depicted on the Master Site Plan. Pedestrian Bridges shall be part of the Common Areas.

Section 2.57 **Person**. An individual, a corporation, a general intended partnership, a limited partnership, a trustee, a limited liability company, a joint venture or any other legal entity.

Section 2.58 **Plans**. Plans, specifications, blueprints, diagrams, surveys, layouts and/or plot plans showing and/or describing all details of each proposed Improvement, construction, landscaping, alteration, modification, repair, replacement and/or addition, including but not limited to, dimensions, design, shape, finished grade elevation, size, materials, composition, color, landscape plan and irrigation.

Section 2.59 **Pocket Parks**. Shall mean and refer to those certain park areas located within the Property and which enhance the use and enjoyment of the community and facilitate access and enjoyment of the Ring Lake, the locations of which are generally and graphically depicted on sheet(s) of the Master Site Plan . The Pocket Parks shall be part of the Common Areas and maintained by the Association (however, the irrigation of any landscaping within a Pocket Park shall be provided by the Neighborhood Association governing the neighborhood immediately adjacent to such Pocket Park, as a Neighborhood Expense).

Section 2.60 **Property** or **Brightshore**. The real property more particularly described on the attached Exhibit "A", together with such Additional Property as may hereafter from time to time be made subject to this Declaration by annexation pursuant to Article 3 of this Declaration.

Section 2.61 **Residential Dwelling Unit**. A single family home located on a Lot (including attached townhomes).

Section 2.62 **Ring Lake**. Shall mean and refer to that portion of the Master Drainage System consisting of a circular recreational lake that surrounds perimeter of the Property the general location of which is graphically depicted on sheet(s) _____ of the Master Site Plan.

Section 2.63 **Rules and Regulations**. Any rules and regulations which may from time to time be adopted, amended, modified and/or repealed by the Association, through its Board. The Association, through its Board, shall have the power and authority to make, adopt, establish, amend and/or enforce Rules and Regulations regarding the use, appearance, operation, conduct and/or condition of the Common Areas and Areas of Common Responsibility. It shall not be necessary to amend this Declaration in order to adopt, amend, modify and/or repeal any Rules and Regulations. The initial Rules and Regulations (primarily pertaining to the operation of the Amenity Center) are attached hereto as Exhibit "____".

Section 2.64 **Supplemental Declaration**. Any instrument which extends the scope and effect of this Declaration and the jurisdiction of the Association to Additional Property pursuant to Article 3 of this Declaration.

Section 2.65 **Voting Interest**. The voting rights distributed to the Members of the Association pursuant to the Governing Documents.

Section 2.66 **Water Discharge Agreement**. Shall mean and refer to that certain Water Discharge Agreement recorded in OR Book _____ Page _____ of the Public Records of Collier County, Florida, pursuant to which the System shall discharge water off-site, to the north and to the east of Brightshore, in accordance with the District Permit.

ARTICLE 3
PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS AND DELETIONS

Section 3.1 **The Property**. The Property is and shall be owned, improved, held, conveyed, mortgaged, transferred and occupied subject to this Declaration.

Section 3.2 **Additional Property**. Declarant reserves and shall have the right in its absolute and sole discretion, but not the obligation, to bring within the scope of this Declaration and the jurisdiction of the Association, as Additional Property, any other real property desired by Declarant to be annexed, so long as such annexation occurs within twenty (20) years after the date on which this Declaration is recorded in the Public Records of the County.

Section 3.3 **Method of Annexation by Declarant**. Additions authorized pursuant to this Article 3 shall be made, if at all, by Declarant recording a Supplemental Declaration in the Public Records of the County extending the scope and effect of this Declaration to the Additional Property. The Supplemental Declaration may contain additional terms desired by Declarant to reflect the different character, if any, of the Additional Property being annexed or of the housing or development approaches being implemented in that Additional Property. Annexation of Additional Property may be accomplished

by Declarant (even after turnover of control of the Association pursuant to Florida Statutes Chapter 720) without the consent of the Association, any Owner, any Member, any Mortgagee or other lien holder. The Declarant (and any person or entity that acquires Additional Lands for the purpose of developing residential homes thereon for the sale to end-users) shall automatically be deemed a Builder.

Section 3.4 **Withdrawal of Property**. Declarant reserves the right to remove any portion of the Property (including without limitation, Lots, but excluding the Amenity Center after it is completed), subject, however, to all terms, conditions, restrictions and requirements of all District Permits and governmental requirements from the scope and effect of this Declaration and from the jurisdiction of the Association without notice and without requiring the consent of any Person other than the Owner of the portion of the Property to be withdrawn; provided, however, no such withdrawal may impair access to any Lot.

ARTICLE 4

EASEMENTS

Section 4.1 **Easements to Owners and Association**. Declarant hereby creates, reserves and declares to exist in favor of the Association, the CDD and each Owner (including, but not limited to, Declarant) a perpetual, non-exclusive right and easement on, over, under and through the Common Area for the use and enjoyment of the Common Area for all lawful purposes not inconsistent with the Governing Documents or the rights and privileges granted and/or reserved to Declarant pursuant to the Governing Documents. This easement in favor of each Owner shall be appurtenant to and pass with the title to each Lot.

Section 4.2 **Utility Easements**. Declarant hereby creates, reserves and declares to exist in favor of Declarant and its designated successors and assigns and the CDD, perpetual, non-exclusive easements on, over, under and through the Common Areas and platted easements within the Property for the installation, maintenance, repair, replacement, connection with and use of wells, pumps, controls, poles, wires, fixtures, cables, conduits, pipes, lines, meters and/or other equipment and improvements for lighting, irrigation and utilities services (including, but not limited to, cable television, satellite television, internet service, intranet service, telephone, electric, natural gas, sewer, water, reuse or reclaimed water, and telecommunications) to serve any portion of the Property.

Section 4.3 **Easement for Special Events**. Declarant hereby reserves for itself, its successors assigns and designees, a perpetual, non-exclusive easement over, on and through the Common Areas and Area of Common Responsibility for the purpose of conducting education, cultural, artistic, musical and/or entertainment activities and other activities of general community interest at such locations and times as Declarant, in its sole and absolute discretion, deems appropriate.

Section 4.4 **Easement for Operation and Maintenance of Master Drainage System**. All portions of the Property are hereby burdened with easements for drainage of stormwater runoff from other portions of the Property and/or any other real property subject to this Declaration, as contemplated by the District Permit; provided, however, that such easements shall not be deemed to encumber the footprint of any residential dwelling or other vertical structure otherwise properly permitted and constructed upon any Lot. No Person other than Declarant shall alter the drainage on any Lot to increase materially the drainage of stormwater onto adjacent portions of the Property without the consent of the Owner(s) of the affected portions of the Property, the District and the Association. Declarant hereby creates, reserves and declares to exist in favor of the Declarant, the Association and the CDD a perpetual, non-exclusive easement over, under, on and through all portions of the Property for access to operate, maintain, repair,

manage and/or replace the Master Drainage System. By this easement, the Declarant, the Association and the CDD shall have the right to enter upon any portion of the Property (including any Lot) which is part of and/or adjacent to the Master Drainage System, at a reasonable time and in a reasonable manner, to operate, maintain, manage, repair and/or replace the Master Drainage System as required by the District Permit and/or any governmental agency or quasi-governmental body. Without limiting the generality of the foregoing, upon the request of the CDD, the Association shall grant (by separate recorded instrument) an access easement to the CDD over any boat ramps located on (or otherwise accessible through) the Pocket Parks or any other Common Areas, for the purpose of enabling the CDD and its vendors to access Ring Lake by boat for lake maintenance purposes. Additionally, the Declarant, the Association and the CDD shall have a perpetual, non-exclusive easement for drainage over and through the entire Master Drainage System, and the owner of the pipes and other apparatus comprising the Master Drainage System shall have an easement for access and maintenance as necessary for the operation, management, maintenance, repair and/or replacement of such equipment. No Person shall alter the drainage flow of and/or over any portion of the Master Drainage System, including but not limited to, buffer areas and swales, without first obtaining the written approval of the Association, the CDD and the District. This Section 4.4 shall not be amended in any way without the prior written approval of the District.

There is further reserved herein and hereby, for the benefit of Declarant, the CDD, each Neighborhood Association and the Association, a perpetual, non-exclusive right and easement of access and encroachment over the Common Areas and Lots (but not the structures and buildings thereon) adjacent to or within twenty feet (20') of any lake, pond, stream, creek and/or wetland within the Property, in order to: (a) fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the lakes, ponds, streams, creeks, wetlands or other components of the System within the Common Areas; (b) maintain and landscape any slopes and banks pertaining to such lakes, ponds, streams, creeks and wetlands; and (c) enter upon and across such portions of the Lots to the extent reasonably necessary for the purpose of exercising its or their rights under this Section 4.4. Nothing herein shall be construed to make Declarant, the Association and/or any other Person liable for damage resulting from flooding due to heavy rainfall, tropical storm, hurricane and/or any other natural occurrence.

Section 4.5 **Sign Easement**. Declarant reserves for itself, the Association and the CDD a non-exclusive easement over, upon, in, through and across all areas of the Property (other than Lots owned by an Owner other than Declarant) for the erection, installation, operation, maintenance, repair, placement and/or replacement of signs, walls, monuments, fencing, decorative improvements, entry features, gates, landscaping, lighting, utility and/or irrigation facilities within and/or adjacent to the Property (other than Lots owned by an Owner other than Declarant

Section 4.6 **Community Systems and Services**. Declarant reserves for itself, its successors and assignees, and the CDD and Association (after Declarant no longer has Class B membership), the exclusive and perpetual right to provide and operate, and/or to permit others to provide and operate, within the Property, Community Systems and Services on a reasonably competitive basis, as Declarant (and/or the Association, if applicable), in its discretion, deems appropriate. Such right shall include, without limitation, the right to select and enter into one or more Bulk Service Agreements with companies licensed to provide such services in the area where the Property is located, and to charge individual users a reasonable fee not to exceed the maximum allowable charge for such service, as from time to time is defined by the laws, rules, and regulations of the relevant government authority, if applicable. **Without limiting the generality of the foregoing, Declarant reserves the right to enter into a Bulk Service Agreement with a telecommunications provider selected by Declarant ("Telecom Provider") pursuant to which Telecom Provider will provide basic cable and internet services to all Lots within the Property; such Bulk Service Agreement will be assigned to and assumed by the Association.** Declarant may require that the Board enter into Bulk Service Agreements for the provision of Community Systems and Services to all Lots as a Common Expense. If particular services or benefits are provided to particular Owners,

and/or Lots at their request, the benefited Owner(s) shall pay the service provider directly for such services, or the Association may assess the costs as an Individual Assessment. No Owner may avoid liability for the charges associated with the Community Systems and Services by electing not to utilize the Community Systems and Services.

Section 4.7 **Easement for Cross-Access**. Declarant hereby creates and reserves for itself and its duly authorized agents and the Association the right, but not the obligation, to enter upon any portion of the Property, including but not limited to the outdoor portions of Lots, for emergency, security and/or safety reasons, and to inspect for the purpose of ensuring compliance with the Governing Documents.

ALL SIDEWALKS AND STREETS NOW OR HEREAFTER CONSTRUCTED WITHIN ANY PORTION OF THE PROPERTY (WHETHER BY THE DECLARATION, THE CDD, A BUILDER OR A NEIGHBORHOOD ASSOCIATION) SHALL BE SUBJECT AT ALL TIMES TO A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND BICYCLE INGRESS AND EGRESS FOR THE EXPRESS PURPOSES OF ENABLING ALL RESIDENTS WITHIN THE PROPERTY TO ACCESS (BY FOOT AND/OR BY BICYCLE) ALL PORTIONS OF THE PROPERTY, INCLUDING ALL NEIGHBORHOODS VIA THE NEIGHBORHOOD CONNECTION POINTS. THE FOREGOING SHALL NOT, HOWEVER, PRECLUDE A NEIGHBORHOOD ASSOCIATION FROM INSTALLING AN ACCESS CONTROL GATE AT THE ENTRANCE OF SUCH NEIGHBORHOOD, WITHIN THE COMMON AREA OF SUCH NEIGHBORHOOD.

ARTICLE 5
COMMON AREAS; AREAS OF COMMON RESPONSIBILITY

Section 5.1 **Designation of Common Areas**. Declarant shall have the right and the power, in its sole and absolute discretion, to determine which real and/or personal property will be Common Area and to convey or transfer ownership of that Common Area to the Association for the uses and/or purposes set forth in this Declaration and/or in any plat of the Property that has been recorded in the Public Records of the County. The Association is obligated to accept ownership of all Common Areas designated by Declarant in its "as is" condition when conveyed or transferred to the Association, without warranty by or recourse against Declarant. The Declarant may change or cause the Association to change the configuration and/or legal description of any of the Common Area due to a change in Declarant's development plans. For so long as the Declarant retains Class B membership, the Declarant may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Declarant's sole and absolute discretion; provided, however, such withdrawal of Common Area shall not materially and/or adversely affect access, availability of utilities and/or drainage to or from any Lot.

Section 5.2 **Areas of Common Responsibility**. The Association shall be responsible for maintaining such Areas of Common Responsibility as may be designated from time to time as such by the Declarant, or for which the Association has agreed to assume maintenance responsibilities pursuant to an Operating and Maintenance Agreement.

Section 5.3 **Association Responsibilities**. The Association shall accept all conveyances, transfers and/or assignments of real and/or personal property from time to time designated by the Declarant as Common Area. Subject to any conflicting rights of other parties as may be set forth in the Governing Documents, an Operating and Maintenance Agreement or by law, the Association shall be solely responsible for the ownership, operation, management, maintenance, repair, cleaning, replacement, control and insurance of all of the Common Areas, Areas of Common Responsibility and any Improvements located thereon. Any taxes assessed against the Common Areas shall be part of the Common Expense.

Section 5.4 **Rules and Regulations**. The Association, acting through its Board, shall have the right to adopt and amend reasonable rules and regulations pertaining to the use of the Amenity, Central Park, other portions of the Common Areas, Ring Lake, and/or Areas of Common Responsibility, which shall be consistent with the provisions of this Declaration (and subject to approval of the CDD as to any portion of the Property owned by the CDD).

Section 5.5 **Condemnation of Common Area**. Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation and/or eminent domain, the award, payment and/or settlement made for such taking shall be payable to the Association, and used for such purposes as determined by the Board.

Section 5.6 **No Partition**. Except as is permitted in this Declaration or any amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person, Owner or entity acquiring any interest in the Property or any part thereof seek any judicial partition unless the Property has been removed from the provisions of this Declaration.

ARTICLE 6

WATER MANAGEMENT SYSTEM; NEIGHBORHOOD LAKE EMBANKMENTS; OFF-SITE MITIGATION AREAS;MASTER IRRIGATION SYSTEM

Section 6.1 **District Permit**. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF THE DISTRICT PERMIT, AS SUCH PERMIT MAY BE AMENDED FROM TIME TO TIME. THE PERMITS ARE OR WILL BE OWNED AND HELD BY THE CDD AND THE CDD SHALL HAVE THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE CDD AND THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMIT.

Section 6.2 **Maintenance by the CDD**. Subject to Section 6.6, below, the Master Drainage System shall be owned and maintained by the CDD in compliance with all approvals, codes and regulations of governmental authorities and the District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted by the District. Notwithstanding anything herein to the contrary, if the CDD, shall dissolve or cease to exist, for whatever reason, the Association thereafter be responsible for the operation and maintenance of the Master Drainage System in accordance with the environmental resource permit issued for the Master Drainage System, unless and until an alternate entity assumes the responsibilities for the operation and maintenance of the Master Drainage System. The District has the right to take enforcement action, including a civil action for an injunction and penalties against the CDD to compel it to correct any outstanding problems with the Master Drainage System or in mitigation or conservation areas under the responsibility and/or control of the CDD.

BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT ANY TAX, FEE AND/OR CHARGE IMPOSED BY THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT IS IN ADDITION TO ANY PROPERTY TAXES,

ASSESSMENTS AND ENVIRONMENTAL TRANSFER FEES THAT MAY BE IMPOSED ON THAT OWNER'S LOT. ALL SUCH TAXES, FEES AND/OR CHARGES BY THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT ARE SUBJECT TO PERIODIC CHANGE. FURTHER, EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT THERE WILL NOT BE A REDUCTION IN ANY PROPERTY TAXES AND/OR ASSESSMENTS DUE TO THE EXISTENCE AND/OR OPERATION OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT.

Section 6.3 **Prohibited Actions**. Neither the Association, the CDD nor any Owner shall take any action which modifies the Master Drainage System in a manner which changes the flow of drainage of surface water, except to the extent the same is approved by the requisite governmental or quasi-governmental authorities, Declarant so long as Declarant owns any portion of the Property, and the party who has the obligation to maintain the Master Drainage System.

NEITHER THE DECLARANT, THE BUILDERS, THE ASSOCIATION, THE CDD NOR THE BOARD SHALL BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING BUT NOT LIMITED TO, LIFEGUARDS, FOR THE BODIES OF WATER THAT MAY BE LOCATED WITHIN AND/OR IN THE VICINITY OF THE PROPERTY. ANY INDIVIDUAL USING SUCH BODIES OF WATER SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY HOLDS DECLARANT, THE BUILDERS, THE ASSOCIATION AND THE CDD HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, PERSONAL INJURY, DAMAGE AND/OR DEATH ARISING FROM AND/OR RELATED TO SUCH USE.

EACH OWNER, BY THE ACCEPTANCE OF TITLE OR A DEED TO A LOT, ACKNOWLEDGES AND AGREES THAT SUCH BODIES OF WATER MAY BE DEEP AND ARE LIKELY DANGEROUS. NEITHER DECLARANT, THE BUILDERS, THE ASSOCIATION, THE CDD NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS AND/OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE AND/OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF AND/OR IN ANY BODY OF WATER WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI- GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH OCCURRING IN, ARISING FROM AND/OR OTHERWISE RELATED TO, ANY BODY OF WATER. ALL PERSONS USING ANY BODY OF WATER WITHIN THE PROPERTY KNOWINGLY AND VOLUNTARILY DO SO AT THEIR OWN RISK. ALL OWNERS, VISITORS, GUESTS, TENANTS, OCCUPANTS, FAMILY MEMBERS AND/OR USERS OF ANY PORTION OF THE PROPERTY SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, ANY PORTION OF THE PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ANY AND ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE MAY HABITAT AND/OR ENTER INTO BODIES OF WATER WITHIN OR NEARBY THE PROPERTY, INCLUDING BUT NOT LIMITED TO, ALLIGATORS, AND SUCH WILDLIFE MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT, GUARANTEE AND/OR INSURE AGAINST, ANY DEATH, PERSONAL INJURY AND/OR PROPERTY DAMAGE CAUSED BY SUCH WILDLIFE.

Section 6.4 **Specifically Prohibited Activities in Lakes; Dock Permits**. In addition to the restrictions set forth in the District Permit, there shall be no swimming within the Ring Lake or any other lakes comprising the System, nor shall any motorized boat or other watercraft be operated within the Ring Lake or any other lakes comprising the System. The Owner of a Lot located adjacent to the Ring Lake may apply to the Association for approval to install a dock within the Lake Embankment Tract that is between the rear Lot line of such Owner's Lot and the Ring Lake, subject to and in accordance with the Boat Management Plan. The Association (together with any guidelines or regulations that may be promulgated by the CDD from time to time) shall have exclusive review and approval rights with respect to the review and approval of docs within any Lake Embankment Tract (and no Neighborhood Association shall implement or otherwise attempt to enforce any neighborhood covenants with respect to the installation and use of boat dock). With the exception of docs approved by the Association, no other improvements shall be installed by or at the direction of any Owner or any Neighborhood Association within a Lake Embankment Tract without the prior written consent of the Association and CDD.

Section 6.5 **Duty of Builders to Plat and Convey System Facilities**. Each Builder, by acquiring title to any portion of the Property covenants and agrees to dedicate and convey those portions of such Builder's Neighborhood that comprise a part of the System (including lakes within a Neighborhood and all drainage culverts and drainage piping connecting the lakes within such Neighborhood to the remaining portions of the System) to the CDD. Each Builder's re-plat of a Neighborhood (or any portion thereof) shall be subject to the review and approval of the Declarant and the CDD.

Section 6.6 **Neighborhood Lake Embankment Tracts and Other Lake Embankments.** If any Neighborhood includes a Neighborhood Lake Embankment Tract, (a) the Neighborhood Association established to govern and maintain such Neighborhood shall, at such Neighborhood Association's expense, mow the turf grass located on such Neighborhood Lake Embankment (to the water's edge), and (b) if, due to erosion or damage not caused by such Neighborhood Association (nor its contractor or vendors) such Neighborhood Lake Embankment Tract must be re-sloped, re-graded or otherwise restored, then such repair and restoration work shall be performed by the CDD. In addition, each Neighborhood Association shall (also at such Neighborhood Association's expense) with respect to that portion of a lake embankment that is located adjacent to the rear or side yard of a Lot within the applicable Neighborhood, also mow the turf grass located on such lake embankment areas (to the water's edge) in conjunction with performing the mowing on the applicable adjacent lots within such Neighborhood; the foregoing mowing obligation shall apply regardless of whether such area is on land owned by or dedicated to the CDD.

Section 6.7 **Off-Site Mitigation Areas**. Although the Property does not include conservation areas, the Off-Site Mitigation Areas were required to be established (and maintained in perpetuity) as a condition of the development of the Brightshore community. The Off-Site Mitigation Areas will be maintained by CSS, pursuant to an agreement with the CDD and as contemplated by the Environmental Transfer Fee Covenant.

Section 6.8 **Master Irrigation System.** The CDD shall deliver irrigation quality water to each Neighborhood via the Master Irrigation System, and will invoice each Neighborhood (as a Neighborhood Expense) for the cost of the irrigation quality water delivered to and used by each Neighborhood based upon the CDD's sub-metering. The use of the master irrigation system shall be controlled (as to time and duration of watering) by the CDD, subject to and in accordance with the Master Irrigation Water Allocation and Use Schedule then in effect. For the avoidance of doubt, for the purpose of determining the terminus of the supply lines (and related valves and equipment) of the Master Irrigation System, the CDD's ownership and maintenance responsibilities end at (but include) the sub-meter that will be located near the

entrance of each Neighborhood (with all 'downstream' lines, valves, pumps and other irrigation facilities within each Neighborhood being maintained, repaired and/or replaced from time to time by the applicable Neighborhood Association.)

ARTICLE 7

GENERAL MAINTENANCE; OPERATING AND MAINTENANCE AGREEMENTS; INSURANCE AND CASUALTY LOSSES

Section 7.1 **Maintenance of Common Area**. The Association shall operate, maintain, manage, clean, repair and replace the Pedestrian Bridges, Neighborhood Connection Points, Pocket Parks, and all other portions of the Common Areas, any Areas of Common Responsibility and all Improvements from time to time located on such Common Areas, subject at all times to obtaining all required governmental permits and/or approvals. The Association shall not be responsible for any utilities and/or utility service owned and/or maintained by a public or private utility company providing water, sewer, electrical, fire protection, cable television, telephone, internet, natural gas and/or similar utilities to any portion of the Property.

Section 7.2 **Irrigation of Pocket Parks.** Although the Pocket Parks are part of the Common Areas, each Neighborhood Association of a Neighborhood that is adjacent to a Pocket Park shall provide irrigation to all landscaping located from time to time at such Pocket Park (as a part of the irrigation system installed and maintained within such Neighborhood) and the irrigation water used to irrigate such Pocket Park shall be a Neighborhood Expense of the respective Neighborhood.

Section 7.3 **Maintenance Pursuant to an Operating and Maintenance Agreement.** The Association may, from time to time and at the election of the Board, enter into one or more Operating and Maintenance Agreements with the CDD, pursuant to which the Association may assume day-to-day operating and maintenance activities (including routine and minor repairs) for all or any portion of the CDD Park Lands, or other lands and/or facilities that are owned (or dedicated to) the CDD. In such event, the Association shall undertake all operating and maintenance obligations set forth in such agreement(s) during the term(s) thereof **(and shall utilize competitive bidding processes acceptable to the CDD)**, and the expenses incurred by the Association (net of any revenue that may be received by the Association under such agreements) shall be allocated as follows:

(a) If, with respect to a particular expense (or group of expenses), such expenses would (if incurred by the CDD and allocated to the Lots in accordance with the CDD Allocation Methodology) be allocated to the Lots equally, then such expenses shall be deemed Common Expenses (or, at the election of the Board Special Assessments), and allocated to all Lots in an equal manner; and

(b) If, with respect to a particular expense (or group of expenses), such expenses would (if incurred by the CDD and allocated to the Lots in accordance with the CDD Allocation Methodology) be allocated to the Lots in an unequal manner, then such expenses shall be deemed Neighborhood Expenses, and billed to the respective Neighborhood Associations in a manner consistent with the CDD Allocation Methodology.

Section 7.4 **Insurance**. The Board shall have the authority to and may obtain and maintain a blanket all-risk casualty insurance, if reasonably and commercially available, for the Common Areas (and any Areas of Common Responsibility for which the Association is responsible for operating and/or maintaining), including without limitation, any structures, Improvements, amenities and/or facilities that may be located on the Common Areas. If blanket all-risk coverage is not reasonably and commercially available, then an insurance policy providing fire, hurricane, casualty and extended coverage shall be obtained and maintained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair and/or reconstruction in the event of damage and/or destruction from any insured hazard.

To the extent available on commercially reasonable terms and conditions, the Board shall also obtain and maintain a public liability policy covering the Common Area (and any Areas of Common Responsibility for which the Association is responsible for operating and/or maintaining), the Association and its Members for all damage and/or injury caused by the negligence of the Association or any of its employees, Members and/or agents. The public liability shall have at least a One Million Dollar ($1,000,000.00) limit for bodily injury, personal injury, death and property damage from a single occurrence, and, if reasonably available, a Ten Million Dollar ($10,000,000.00) umbrella liability policy. The Board shall also obtain and maintain fidelity bond coverage and director's and officer's liability insurance coverage. Any fidelity bond coverage obtained by the Board shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification or non- renewal.

The Board may, in its discretion, also obtain additional insurance, including without limitation, Worker's Compensation insurance and flood insurance. The insureds, deductibles, provisions and coverage types and amounts shall be determined by the Board, in the Board's discretion.

Premiums for any insurance coverage obtained by the Association shall be a Common Expense and shall be included in the Annual Assessment, as described in Article 9 of this Declaration.

Any insurance policy obtained by the Board may contain a reasonable deductible, and, in the case of casualty insurance, the amount of the deductible shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

Section 7.5 **Negligence or Willful Misconduct**. Each Owner shall be liable to the Association and CDD for the costs to repair, replace and/or reconstruct any portions of the Property damaged by reason of the negligence or willful misconduct of any Owner or that Owner's tenants, guests, invitees, employees, visitors, contractors, subcontractors, agents and/or servants, as provided elsewhere in this Declaration for the collection of Individual Assessments.

ARTICLE 8

THE ASSOCIATION; MEMBERSHIP AND VOTING

Section 8.1 **The Association**. The Association shall have all of the common law and statutory powers of a not for profit corporation organized under the laws of Florida, unless otherwise restricted by

this Declaration, the Articles or the Bylaws. The Association shall have the power to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the administration of the Property.

Section 8.2 **Membership**. Each Owner (including Declarant) shall be a Member of the Association. Membership in the Association shall be appurtenant to and inseparable from the Lot giving rise to such membership, and any transfer of record title to a Lot shall operate automatically to transfer to the new Owner of that Lot the membership in the Association appurtenant to that Lot. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer or conveyance of membership until such time as the Association receives a true copy of the recorded deed establishing the transfer or conveyance of ownership of the Lot, and it shall be the responsibility of the new Owner of that Lot to provide such true copy of said deed or other written instrument to the Association.

Section 8.3 **Voting Rights**. The Association shall have two (2) classes of membership with the voting rights as follows:

(a) **Class A**. Class A Members shall be all the Owners of Lots (including Builders), with the exception of Declarant for so long as Class B membership exists. Each Class A Member shall have one (1) vote for each Lot owned by that Member. When more than one Person or entity is an Owner of any Lot, all such Person or entities shall be Members, but the vote for that Lot shall be exercised by that one (1) Member Eligible To Vote. In no event shall there be more than one (1) Class A vote for each Lot. If any Builder owns a portion of the Property that has not yet been subdivided into Lots, then such property shall be deemed (for voting purposes) to have the number of Lots as reflected on the most recent Declarant-approved site plan for such property.

(b) **Class B**. The Class B Member shall be the Declarant, or the express assigns or successors in interest of Declarant. The Class "B" Member shall also be entitled to appoint the entire Board of Directors prior to Turnover. At Turnover Date, the Class "B" Membership shall terminate and be converted to a Class "A" Membership for each Parcel owned by Developer.

(c) **Conversion of Class B Membership**. Declarant's Class B membership shall continue in effect during the period from the date of this Declaration until the earlier of the following events:

(i) Three months after ninety percent (90%) of all Lots within the Property have been conveyed or transferred to Owners other than Declarant or the Builders; or

(ii) Twenty (20) years after the date on which this Declaration is recorded in the Public Records of Collier County, Florida; or

(iii) At such earlier time as Declarant, in its sole and absolute discretion, may so elect by recording a notice of such election in the Public Records of Collier County, Florida. Notwithstanding the foregoing, Members other than the Declarant are entitled to elect at least one (1) member of the Board if 50% of the Lots in all phases of the Property which will ultimately be operated by the Association have been conveyed to members. Notwithstanding the foregoing, despite an event of transfer of control having occurred, Declarant shall be entitled to appoint at least one (1) member to the Board, but not more members which would constitute a majority of the Board, as long as the Declarant holds for sale in the ordinary course of business at least 5% of the collective total number of Lots which are or may ultimately be contained within the Property; or

(iv) As otherwise required under Florida Statutes Section 720.307.

When the earlier of the preceding events occurs, the Class B Member shall call a Special Meeting of the Association's membership to advise of the termination of Class B membership. At this Special Meeting of the Association's membership, Declarant shall turn over control of the Association to the Class A Members (other than Builders) ("Turnover"), and the Class A Members Eligible to Vote shall elect Directors as provided in the Articles or Bylaws. When the Class B membership terminates, Declarant will automatically be converted to Class A membership. Declarant shall then retain one (1) vote for each Lot still owned by Declarant.

Section 8.4 **Multiple Owners.** The vote for each Lot must be cast as a single vote, and fractional votes shall not be allowed. If a Lot is owned by more than one (1) Owner, and the Owners of that Lot are unable to agree among themselves as to how the vote is to be cast, or if more than one (l) Class A vote is cast for any Lot, the vote for that Lot shall not be counted for any purpose except for establishing a quorum. If any Member Eligible to Vote casts a vote on behalf of a Lot, it shall be conclusively presumed that Member Eligible To Vote was acting with the authority and consent of all Owners of that Lot.

Section 8.5 **Percentage of Members**. When reference is made in this Declaration to a majority, specific percentage or fraction of Members, such reference shall be deemed to be a reference to a majority, specific percentage or fraction of the votes eligible to be cast and not of the Members themselves. [As an illustration, but not as a limitation, if there are 1,725 Lots within the Property and all the Lots are owned by Class A Members, then there is a total of 1,725 votes eligible to be cast].

ARTICLE 9
ASSESSMENTS; TRANSFER FEES; FOOD & BEVERAGE MINIMUMS

Section 9.1 **Obligation to Pay Assessments**. Except as otherwise provided in this Declaration, each Owner of a Lot within the Property, by acceptance of a deed to any Lot, is obligated, covenants, and agrees to pay to the Association all Assessments, which shall be fixed, established, assessed and collected as provided in this Declaration, the Articles and/or the Bylaws.

Section 9.2 **Initiation Assessment - Association**. At the closing of the sale of each Lot by a Builder to an end-user, as well as at the closing of all subsequent re-sales of such Lot, the purchaser of such Lot shall pay to the Association an initiation assessment (each, an " Association Initiation Assessment") in an amount equal to the quarterly amount of regular Annual Assessments then in effect. Initiation Assessments are not refundable and shall not be prorated. The Association may use Initiation Assessments for any purpose in its sole discretion.

Section 9.3 **Amenity Assessment - Association**. At the closing of the initial sale of each Lot by a Builder to an end-user the purchaser of such Lot shall pay to the Association an Initial Amenity Assessment in the amount of $4,000.00, and at the closing of all future re-sales of a Lot, the purchaser of such Lot shall pay to the Association a Resale Amenity Assessment in the amount of $2,000.00 (each, an "Amenity Assessment"). The amount of the Resale Amenity Assessment may be adjusted from time to time by the Association based on a Change in the CPI (but not more frequently than one (1) time within any five (5) year period (measured from the date this Declaration is first recorded in the Collier County public records). Amenity Assessments are not refundable and shall not be prorated. Amenity Assessment shall be collected and utilized in accordance with Section 9.10, below.

Section 9.4 **Food and Beverage Contingent Assessment**. Each Lot Owner (other than a Builder) shall be required to spend not less than Forty ($40.00) dollars per month (the "F&B Minimum") purchasing food and/or beverages at the Amenity Center (regardless of whether or not the Association is operating the Amenity Center. The F&B Minimum shall be paid in advance (for an entire calendar year) on January 1st of each year (and carried as a credit on the applicable Owner's account until applied to food

and beverage purchases by such Owner). To secure each Owner's obligation, each Owner shall provide the operator of the Amenity Center with a credit card number and written authorization to charge such Owner's credit card each month in an amount equal to (1) the F&B Minimum, LESS (2) the actual dollar amount spent by such Owner (including such Owner's guests and/or tenants) on food and beverage purchases at the Amenity Center for such month.

Section 9.5 **Annual Assessments**.

(a) **Adoption of Operating Budget; Reserve Accounts**. The Association shall mail to each Member a copy of the operating budget, reserve budget (if applicable) and projected Annual Assessments approved by the Board to be levied for the next Fiscal Year at least thirty (30) days, to the extent possible, prior to the end of the Association's current Fiscal Year. The operating budget, reserve budget (if applicable) and Annual Assessments shall become effective unless disapproved at a Special Meeting of the Members held not later than thirty (30) days after the proposed operating budget, reserve budget (if applicable) and Annual Assessments are mailed to the Members. There shall be no obligation to call a Special Meeting for the purpose of considering the proposed operating budget, reserve budget (if applicable) and Annual Assessments, except upon written request by the Association's Members Eligible To Vote as provided for Special Meetings in the Bylaws. To be effective, Members Eligible To Vote representing at least two-thirds (2/3) of the total voting interests of the Association, without regard to membership class, must disapprove of the proposed operating budget, reserve budget (if applicable) and Annual Assessments. If the Association's membership so disapproves the proposed operating budget, reserve budget (if applicable) and Annual Assessments for the coming Fiscal Year, or if the Board fails to propose an operating budget and reserve budget (if applicable), then the operating budget, reserve budget (if applicable) and Annual Assessments for the prior Fiscal Year shall continue in effect until a new operating budget, reserve budget (if applicable) and Annual Assessment amount are determined and adopted. The Board may establish reserve accounts which the Board, in its sole and absolute discretion, determines are necessary and/or desirable. Any reserve account established by the Board shall be part of the Common Expense and included as part of the Annual Assessment for each Fiscal Year.

(b) **Allocation of Annual Assessments Among Lots; Quarterly Collection**. Subject to Sub-Section 9.6(c), below, the Annual Assessment levied for the coming Fiscal Year against each Lot shall be calculated in the following manner: Owners of Lots shall pay a pro rata share of Annual Assessments based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots within the Property. If any portion of the Property has not yet been platted into individual residential Lots, then such parcel shall be deemed to include the number Lots as determined by the Declarant based on the most recent Declarant-approved site concept plan for such portion of the Property. Annual Assessments shall be collected in equal quarterly installments, and each installment shall be due on or before the first business day of each calendar quarter.

(c) **Bulk Service Fees**. To the extent any portion of the Association's Common Expenses pertain to fees charged on a per-improved Lot basis, then such fees shall be billed only to the Owners of the improved Lots to which such fees pertain.

Section 9.6 **Special Assessments**. In addition to Annual Assessments, the Association may levy at any time a Special Assessment, if approved by the Board. If a Special Assessment is approved and levied by the Association, that Special Assessment shall be paid in such manner as the Board may require in the notice of the Special Assessment. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption and levying of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered surplus, and may, at the sole discretion of the Board be used for any other lawful purpose or deposited into one of the other existing accounts of the Association (for example, the general operating account or a reserve

account) to be used for any other expense of the Association. A Special Assessment may be levied for any lawful purpose and/or duty of the Association. All Special Assessments shall be allocated and levied against all Owners and their respective Lots in the same manner as an Annual Assessment.

Section 9.7 **Individual Assessments.** The Board may levy an Individual Assessment against any Owner and that Owner's Lot in order to cover costs incurred by the Association due to that Owner's failure to maintain that Owner's Lot pursuant to the standards set forth in this Declaration, or to reimburse the Association for loss and/or damage to the Association or to any Common Area or easement area caused by that Owner or that Owner's tenant, family member, employee, agent, contractor, subcontractor, licensee, invitee and/or guest, and not covered by insurance, or for any other purpose expressly authorized by this Declaration. The Board may also levy an Individual Assessment against any Owner and that Owner's Lot to reimburse the Association for costs incurred pursuant to this Declaration in bringing an Owner and/or that Owner's Lot into compliance with the provisions of this Declaration, the Articles, the Bylaws, any Rules and Regulations, and any amendments to any of these. This includes but is not limited to Enforcement Costs. Declarant shall not be obligated to pay any Individual Assessments while Declarant retains Class B membership.

Section 9.8 **Neighborhood Expenses; Neighborhood Irrigation Charges.** The Association shall have the right to levy Neighborhood Assessments to cover Neighborhood Expenses (if any) that may be incurred by the Association. Neighborhood Assessments shall be invoiced to and paid by the applicable Neighborhood Association, and the funds collected pursuant to a Neighborhood Assessment shall be used to pay Neighborhood Expenses allocable to the paying Neighborhood Association. Neighborhood Assessments may be levied by the Association on an annual, quarterly or monthly basis. Each Neighborhood Association shall, in turn, collect assessments from its members to cover the payment of such Neighborhood Assessment, as a common expense of such Neighborhood Association; provided, however, that any portion of a Neighborhood Assessment levied by the Association to cover costs incurred by the Association under an Operating and Maintenance Agreement with the CDD shall be allocated (by such Neighborhood Association) and collected by such Neighborhood Association from the Owners within such Neighborhood, in a manner consistent with the CDD Allocation Methodology. The CDD shall also have the right to invoice each Neighborhood Association (as a common expense of such Neighborhood Association) for the cost of irrigation quality water delivered by the CDD (via the Master Irrigation System) to such Neighborhood Association, based upon the CDD's sub-metering. Each Neighborhood Association shall remit payment to the CDD (for such irrigation charges) by no later than fifteen (15) days after receipt of an invoice from the CDD, failing which all outstanding amounts shall accrue interest at the highest rate permitted by law until such amounts have been paid to the CDD).

Section 9.9 **Purpose.** The Assessments levied by the Association may be used to promote the recreation, health, safety and welfare of the Owners, to perform the Association's duties and to exercise the powers conferred on it, and to pursue any other lawful purpose deemed desirable or appropriate by the Board, including without limitation any one or more of the following: (a) payment of the Common Expense and Association operating and overhead expenses; (b) the management, operation, maintenance, repair and/or replacement of the Master Drainage System (if the CDD fails to maintain the Master Drainage System); (c) lighting, irrigation, maintenance, improvement and beautification of streets and easement areas, and acquisition, maintenance, repair and replacement of community identification signs, excluding Neighborhood specific signage, and traffic control devices, and control and regulation of traffic in the Property; (d) payment, contest or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Association and/or the Common Area; (e) improvement, operation, insurance, maintenance, repair and replacement of the Common Area and easement areas benefiting the Association; (f) repayment of any deficits previously incurred by the Association that Declarant is not otherwise obligated to pay pursuant to Sections 9.15 and 9.18, below; (g) funding of reserves for future Common Expense or any other reserve account established by the Association; (h)

procurement and maintenance of insurance and fidelity bonds; (i) employment of accountants, attorneys, management and other professionals to serve, represent and/or advise the Association; (j) performing any operating, maintenance and/or repair activities pursuant to an Operating and Maintenance Agreement; and (k) doing anything necessary or desirable in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, or otherwise to benefit the Owners.

Section 9.10 **Amenity Assessment Funds**.

(a) **Initial Amenity Assessment – Amenity Construction Account**. The initial $4,000.00 Amenity Assessment due upon the initial sale of a Lot by a Builder to an end-user shall be deposited by the Association into a designated construction account, and all of such funds collected shall be used to pay for the initial cost of designing and constructing the Amenity Center.

(b) **Re-sale Amenity Assessment – Deferred Maintenance and Capital Repair Account.** The Amenity Assessment due upon the closing of all future re-sales of a Lot shall be deposited by the Association into a Deferred Maintenance and Capital Repair Account, and such funds shall only be used for (and only for) paying for deferred maintenance, extraordinary repairs and/or for future capital improvements or capital replacements at the Amenity Center. The Board may utilize funds from the Deferred Maintenance and Capital Repair Account before or after turnover, and the decision to utilize such funds (as opposed to levying a Special Assessment) shall be at the Board's discretion.

Section 9.11 **Due Dates**. Annual Assessments shall be due, in advance, on or before the commencement of the Association's Fiscal Year for which imposed; but the Board may elect in its sole discretion to collect Annual Assessments in semi-annual, quarterly, or monthly installments (and if the Board elects to collect in installments, then each installment shall be paid in advance, on or before the first day of the applicable installment period). With respect to all other Assessments that may from time to time be levied hereunder, unless otherwise determined by the Board at the time a particular Assessment is levied, each Assessment shall be due and payable by no later than fifteen (15) days after the same is levied and notice thereof is provided to the applicable Lot Owner(s).

Section 9.12 **Lien and Personal Obligation**. All Assessments, together with such interest and late charges as shall be imposed by the Board, and the cost of collection thereof, including without limitation, Enforcement Costs, shall be a charge and continuing lien upon the Lot against which such Assessment is made from and after the date on which such Assessment is due. Each Assessment, together with said interest, late charges, Enforcement Costs, costs and fees, shall also be the personal obligation of each Person who was an Owner of the Lot at the time the Assessment became due and payable. In the case a Lot is owned by more than one (1) Person, all such Owners shall be jointly and severally liable for the entire amount of the Assessment. The liability for any Assessment may not be avoided by waiver of the use and/or enjoyment of the Common Areas or Area of Common Responsibility. No diminution or abatement of an Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action and/or perform some function required to be taken and/or performed by the Association or Board under any of the Governing Documents.

Section 9.13 **Collection of Assessments By Neighborhood Associations**. The Master Association may (in its sole discretion) require that the Neighborhood Associations collect all or any specific category of Assessments on behalf of the Master Association, but solely as an administrative convenience. If the Master Association requires, each Neighborhood Association shall invoice its members for the Assessments payable to the Master Association for the Lots the applicable association operates and

remit all amounts collected to the Master Association when the Assessment is due. Within ten (10) days after the due date, the Neighborhood Associations shall provide the Master Association with a list of those Owners who have failed to pay the Assessments. Collection of delinquent Assessments, whether by foreclosure of a Claim of Lien and/or money judgment, shall remain the Master Association's obligation.

Section 9.14 **Nonpayment**. If any Assessment or installment of any Assessment is not paid when due, then such Assessment shall be delinquent and the delinquent Assessment, together with all Enforcement Costs, shall be secured by a continuing lien on the Lot as to which the Assessment accrued. The lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any first Mortgage on the Lot. The lien shall be prior to and superior in dignity to homestead status. The lien shall continue in effect following transfer of title to the relevant Lot to each subsequent Owner until all amounts secured by the lien have been paid. If any Assessment or installment of any Assessment is not paid within thirty (30) days after the date when due, the delinquent amount shall bear interest at the highest lawful rate permitted in Florida from the date when first due until fully paid. The Association may record a claim of lien for delinquent Assessments in the Public Records of the County and foreclose the lien in the same manner as a mortgage. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid Assessments, interest, late charges, collection costs and Enforcement Costs accruing thereafter until satisfied of record.

Section 9.15 **Enforcement**. The Association shall have and may pursue any and all remedies available at law and in equity for the collection of delinquent Assessments, including, but not limited to, bringing an action for collection against the Owner personally obligated to pay the delinquent Assessment, recording a claim of lien against the Lot as to which the delinquent Assessment remains unpaid, and foreclosing the lien against the Lot by judicial foreclosure in the same manner as foreclosure of a mortgage. The Association may pursue any one or more of its remedies at the same time or successively, and the Association does not waive its ability to foreclose on its lien on a Lot by bringing an action for collection against the Owner of that Lot. There shall be added to the amount of any delinquent Assessment the above-mentioned interest, late charges, and Enforcement Costs, which fees and costs shall be recoverable whether or not suit is actually brought. The Owner shall also be required to pay the Association any Assessments against the Lot which become due during the period of collection and foreclosure. The Association shall have the right and power to bid at the foreclosure sale and to own, sell, lease, transfer, convey, encumber, use and otherwise deal with any Lot acquired by the Association through foreclosure. During the period a Lot is owned by the Association following foreclosure on that Lot : (1) No right to vote shall be exercised on behalf of that Lot ; (2) No Assessment shall be assessed or levied on that Lot ; and (3) Each other Lot shall be charged, in addition to its usual Assessment, its pro rata share of the Assessment that would have been charged to the Lot had it not been acquired by the Association as a result of foreclosure. A suit to recover a money judgment for unpaid Assessments, interest, late charges and Enforcement Costs shall be maintainable without foreclosing or waiving the lien securing the unpaid Assessments and attorneys' fees and costs.

Section 9.16 **Exempt Property**. The following property shall be exempt from all Assessments and liens created herein: (1) the Common Area and Area of Common Responsibility of the Association and the common areas of any Neighborhood Association; (2) lands dedicated to and/or owned by the CDD, Collier County, or another governmental authority, any utility company or the general public; (3) Lots owned by Declarant, (4) Lots owned by Builders, and (5) Lots and lands added to the Property pursuant to Section 3.3, above, but only until such Lots are no longer owned by a Builder. Declarant shall never be obligated to pay any Initiation Assessment nor Amenity Assessment. Builders shall have no obligation to pay Initiation Assessments nor Amenity Assessments but each Builder shall insure that the Initiation Assessment and Amenity Assessment is collected at the closing of the sale of each Lot by such Builder to a third-party Owner.

Section 9.17 **Estoppel Certificate**. Upon request, the Association shall furnish to any Owner an estoppel certificate setting forth whether all required Assessments have been paid. Such certificate shall be conclusive evidence of the payment to the Association of any Assessment therein stated to have been paid. The Association may charge a reasonable fee for the issuance of each estoppel certificate.

Section 9.18 **Subordination**. The lien for Assessments provided for in this Declaration shall be subordinate to the lien of any first Mortgage. However, such subordination shall apply only to the Assessments which have become due and payable prior to a sale, conveyance or transfer of a Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve that Lot from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment. Except as otherwise set forth in Section 720.3085, Florida Statutes, any Mortgagee or other acquirer who obtains title to a Lot through foreclosure of a first Mortgage, or by voluntary conveyance or any other transfer in lieu of such foreclosure, shall not be liable for the uncollected Assessments or interest, late charges and Enforcement Costs pertaining to such Lot, or due from the former Owner thereof, which became due prior to the acquisition of title by said Mortgagee or other acquirer. Any Mortgagee or other acquirer who obtains title to a Lot through foreclosure of a first Mortgage, or by voluntary conveyance or any other transfer in lieu of such foreclosure, shall be liable for any and all Assessments that come due while that Mortgagee or other acquirer holds title to that Lot.

Section 9.19 **Funding by Declarant**. Prior to the date that Declarant is no longer a Class B Member, Declarant shall be excused from payment of Annual Assessments and/or Special Assessment related to the Lots owned by Declarant from time to time, provided that Declarant pays (or, by private agreement, causes the Builders to pay) any operating expenses incurred by the Association that exceed the Annual Assessment and/or Special Assessment receivable from other Owners and other income of the Association, as further provided herein (but subject to Declarants right to collect contribution payments from Builders, pursuant to private agreements between the Declarant and the Builders). Such deficit funding shall not preclude the levying of Special Assessments and/or Individual Assessments against the Owners to defray the costs of Association expenses pertaining solely to the Lots and not contemplated under the Association's estimated operating budget for that fiscal year. In no manner shall Declarant be required to pay or fund any portion of an Annual Assessment and/or Special Assessment being utilized for reserves for future repairs or replacements. Subsequent to the date Declarant is no longer a Class B Member, Declarant shall be responsible for the payment of Annual Assessment, and/or Special Assessment only upon Lots which it owns and upon which a Home has been constructed for which a certificate of occupancy has been issued.

ARTICLE 10
ADDITIONAL RIGHTS AND EASEMENTS RESERVED BY DECLARANT

Section 10.1 **Platting and Additional Restrictions**. The Declarant shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any portion or portions of the Property owned by the Declarant, without the consent or joinder of any other party except as set forth in Section 13.1, below.

Section 10.2 **Temporary Easements**. Subject at all times to the terms, conditions, restrictions and requirements of all District permits, Declarant hereby creates, reserves and declares to exist in favor of Declarant and its designated successors and assigns rights and easements on, over, under and through the Common Areas and Areas of Common Responsibility for the following purposes: (a) to permit pedestrian and/or vehicular ingress, egress, passage and/or

parking incidental to development, construction, marketing and/or sale of any portion of the Property; (b) to cut trees, bushes and/or shrubbery; (c) to change the grade and/or elevation of any portion of the Property; and (d) such other rights and easements as may be reasonably necessary to permit the orderly and economic development, improvement, marketing and/or sale of any portion of the Property. The rights and easements reserved in this Section 10.2 shall continue in existence until such time as the Builders have sold all Lots to end-users.

Section 10.3 **Non-Binding Plans**. From time to time, Declarant and/or others may present to the public a master plan, drawings, renderings, plans and/or models showing possible future development of the Property and/or Brightshore (including the Master Site Plan). Declarant does not represent, guarantee or warrant that the development programs or features in any such master plan, drawings, renderings, plans or models will be carried out or how the future improvements within the Property will actually be developed and/or built. Any such master plan, drawings, renderings, plans and/or models are conceptual in nature and do not represent a guaranteed final development or improvement plan. Each Owner acknowledges, covenants and agrees that Declarant will have no liability to that Owner for any changes to, or failure to complete any development or Improvements in accordance with, the master plan, drawings, renderings, plans and/or models. Each Owner further acknowledges that the development of the Property may extend over a number of years, and each Owner knowingly and voluntarily agrees and consents to all changes in: (1) uses or density of Lots within the Property; (2) the architectural scheme of the Property; and/or (3) the architectural pattern of the Property. Each Owner knowingly acknowledges and agrees that the Owner is not entitled to rely upon, and has not received and/or relied upon, any representations, warranties, and/or guarantees whatsoever as to the current or future: (1) design, construction, completion, development, use, benefits and/or value of land within the Property; (2) number, types, sizes, prices and/or designs of any Lots, Residential Dwelling Units, structure, building, facilities, amenities and/or Improvements built or to be built in and/or on any portion of the Property; and/or (3) use and/or development of any land adjacent to, adjoining and/or within the vicinity of the Property.

ARTICLE 11
ARCHITECTURAL STANDARDS

Section 11.1 **Architectural Standards**. All residences or other Improvements constructed on any Lot within the Property (expressly excluding any Improvements constructed by or at the direction of the CDD) shall, at a minimum, comply with the Baseline Standards. The Baseline Standards are in addition to (and not in lieu of) any additional architectural requirements that may be established by a Neighborhood Association within the Property. In addition, the installation of boat docks along the Ring Lake is subject to Section 6.4, above.

Section 11.2 **No Prior Approval Required.** The Baseline Standards are intended to establish objective minimum guidelines that all Lots (and homes constructed on any Lot) must comply with. Therefore, submittal of plans to the Association and prior review and approval of such plans by the Association is not required under this Declaration. By commencing the construction, alteration or repair of any improvement on any Lot, the Owner thereof shall be deemed to have warranted to the Association that such Owner has reviewed the Baseline Standards to ensure that such proposed improvements (or alternations) are consistent with the Baseline Standards.

Section 11.3 **Violations; Private Statute of Limitation**. Any Improvements constructed on a Lot materially in violation of the Baseline Standards shall, upon the demand of the Association (or applicable Neighborhood Association) be removed by the Owner of the applicable Lot, at such Owner's sole cost and expense, by no later than thirty (30) days after delivery to such Owner of written demand by the Association. Notwithstanding the foregoing, after one (1) year from completion (in each instance, the

"Waiver Date") of any construction, Improvement, alteration, modification, landscaping, repair, replacement and/or addition, such Improvement shall be deemed to comply with the Baseline Standards unless a notice of such noncompliance has been issued by either the Board, or legal and/or administrative proceedings shall have been instituted (by the Board, by any Owner and/or by any Neighborhood Association) to enjoin the noncompliance and/or to enforce compliance with the Baseline Standards and this Declaration prior to the Waiver Date.

ARTICLE 12
USE RESTRICTIONS

All Lots within the Property shall be subject to the following general use restrictions:

Section 12.1 **Residential Use**. No Lot or Residential Dwelling Unit shall be used except for single family, residential purposes. No business, commercial, industrial, trade, professional or any other non-residential activity or use of any nature or kind shall be conducted on any Lot or in any Residential Dwelling Unit. However, an Owner, tenant or occupant may conduct business activities within a Residential Dwelling Unit so long as: (1) the existence and/or operation of the business activity is not apparent or detectably by sight, sound or smell from outside the Residential Dwelling Unit; (2) the business activity does not involve Persons coming onto the Property who do not reside within the Property; and (3) the business activity is consistent with the residential character of the Lots. Notwithstanding anything to the contrary in this Declaration, Declarant, Builders or their successors or assigns shall be permitted to use any portion of the Property, including any Lot and/or Residential Dwelling Unit owned by Declarant, Builders or their successors or assigns, for model homes, sales displays (including, without limitation, signage and banners), construction materials, construction vehicles, dumpsters, parking lots, sales offices, construction offices, any other type of office, or any combination of such uses

Section 12.2 **Owner's Responsibility for Maintenance**. Each Owner shall keep and maintain that Owner's Lot and all buildings, structures, Residential Dwelling Units, Improvements and landscaping located on that Owner's Lot in good repair and in a neat and attractive condition at all times, unless such maintenance responsibility and/or obligation is otherwise assumed by or assigned to the Association or any other restrictive covenants applicable to such portions of the Property. The minimum, but not exclusive, standard for maintenance of improvements shall be consistent with the general appearance of the other occupied Improvements or Residential Dwelling Units in the Property as a whole when initially constructed and improved.

Section 12.3 **Obnoxious or Offensive Activity**. Except in connection with normal and customary construction activities by Declarant or Builders, no activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment and/or discomfort to the Owners or their family members, tenants, occupants, visitors, invitees and/or guests, or which interferes with the peaceful possession and proper use and enjoyment of the Property.

Section 12.4 **Animals and Pets**. No animals, livestock, reptiles, pets or poultry of any kind may be kept in and/or on any Lot and/or Residential Dwelling Unit or brought onto the Property by any Owner and/or that Owner's family members, tenants, guests, occupants, invitees, agents, and/or employees other than domesticated dogs, domesticated cats, fish and/or caged birds, all of which are usually and commonly kept as household pets (individually, a "Pet" and collectively "Pets"). These Pets may only be kept, maintained and/or allowed to reside in and/or on a Lot and/or Residential Dwelling Unit provided that such Pets are: (a) under the control of the applicable Owner and/or that Owner's family members, tenants, guests, occupants, invitees, agents or employees at all times when the Pet is on any Common Area and/or the Pet is outside of that Owner's Residential Dwelling Unit; (b) not left unattended on any balconies, terraces, lanais, garages and/or covered patios; (c) quiet, inoffensive and generally not a nuisance and/or

safety concern to any other Owners, tenants and/or occupants of another Lot; (d) not kept or raised for commercial purposes; (e) not being boarded in exchange for compensation of any type; and (f) no Owner shall keep and maintain more than three (3) Pets on their Lot. The Lot Owner and/or that Owner's family members, tenants, guests, occupants, invitees, agents and/or employees shall promptly pick up all solid waste material from their Pet and dispose of that solid waste material appropriately.

Section 12.5 **Garbage and Trash; Recycling**. No trash, debris, lumber, metals, bulk materials, garbage or other waste material or refuse shall be kept, placed, stored and/or allowed to accumulate on any part of the Property, except for (a) dumpsters and trash cans located on any portion of the Property dedicated to or owned of record by the CDD, (b) trash cans for residential waste, yard waste and recycling, provided the same are reasonably shielded from street view when not placed at the street curb for waste pick-up, and (c) building materials during the course of construction, reconstruction or renovation of any Residential Dwelling Unit. Each Owner shall participate in any available solid waste recycling program instituted by the Declarant, the County, Florida and/or the solid waste collection provider.

Section 12.6 **Signs**. Except as permitted in Sections 12.1 and 15.4 of this Declaration, no signs, flags , banners, advertisements, billboards, logos, contact information, solicitation or advertising structures or materials of any kind shall be displayed and/or placed upon any Lot and/or Residential Dwelling Unit. Notwithstanding the foregoing, one (1) sign used solely in connection with the marketing of the Lot and/or Residential Dwelling Unit for sale or lease shall be permitted to be displayed on that Lot; subject to compliance with the specific type of sign (and size limitations) as may be set forth in the applicable Neighborhood Association declaration.

Section 12.7 **Drainage**. Unless first approved by the CDD and the District in writing, no Owner may obstruct, alter, change, redirect or in any way modify the method and/or structures of drainage utilized and/or installed by Declarant, the CDD and/or the Association from, on or across any Lot, and/or easement area; nor shall any structure or material be erected, placed and/or maintained which shall in any way obstruct such drainage devices or facilities, including buffer areas or swales, or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affects the drainage of or to any neighboring Lot, portion of the Property and/or portion of the Common Area. An Owner of a Lot within which any easement for drainage or retention lines are located shall be responsible for the maintenance of such areas to permit the flow and retention of water in accordance with the drainage and retention system plan required and approved by the applicable governmental agencies.

Section 12.8 **Leasing**. No Residential Dwelling Unit and/or Lot may be leased and/or rented for a term shorter than three (3) consecutive months nor shall any Residential Dwelling Unit and/or Lot be leased more than two (2) times per year. Any lease and/or rental agreement shall specifically provide that the lessee, tenant and all occupants of the leased Residential Dwelling Unit and/or Lot shall be bound by the terms of the Governing Documents. The calendar year in which a lease occurs shall be determined by the date on which the lease term commences.

Section 12.9 **Pools and Spas**. Swimming pools and/or spas may not be located in the front or side yard of any Lot, nor nearer than the Residential Dwelling Unit to any side street lot line. Above-ground swimming pools are prohibited.

Section 12.10 **Irrigation of Lots**. All Owners shall install and/or have installed an underground, fully automatic irrigation system, unless local governmental agencies and/or the Association preclude or waive in writing such installation.

Section 12.11 **Firearms**. Discharge of firearms of any type is prohibited on and/or in the Property; provided, Declarant, the Association, the Board, the Association’s Directors, officers, employees

and agents shall not have any duty to become physically involved to stop any such discharge. For purposes of this Section 12.12, "Firearms" shall include, but are not limited to the following: handguns, rifles, shotguns, BB guns, crossbow, paintball guns and any other type of weapon that expels a projectile of any type.

Section 12.12 **Parking.** Parking on any platted right of way located within the Property and owned by the CDD is prohibited.

Section 12.13 **Timeshares**. No Lot and/or Residential Dwelling Unit shall be owned and/or used in interval, multiple or timeshare ownership requiring registration pursuant to the provisions of Florida law.

Section 12.14 **Waiver**. No delay in enforcing any of the terms, conditions, restrictions and provisions of this Declaration or any of the Governing Documents as to any breach and/or violation thereof shall impair, damage or waive the right of Declarant and/or the Association to enforce this Declaration and/or any of the Governing Documents. No delay will impair, damage or waive the right of Declarant, the CDD and/or the Association to obtain relief against or recovery for continuation and/or repetition of any such breach and/or violation or of any similar breach and/or violation of this Declaration and/or any of the Governing Documents at a later time or times.

Section 12.15 **No Wells; No Mailboxes**. No individual potable water supply system or well for consumptive or irrigation purposes shall be permitted on any Lot without the prior written consent of the Association and the District. Mailboxes on individual Lots are prohibited. Residents of the Property will be required to use the Mail Facilities designated by the US Postal Service..

Section 12.16 **Docks**. The installation of boat docks along the Ring Lake is subject to Section 6.4, above.

ARTICLE 13
AMENDMENTS; ENFORCEMENT

Section 13.1 **Amendments By Declarant**. Until termination of the Class B membership, Declarant specifically reserves for itself, its successors and assigns, the absolute and unconditional right to alter, modify, change, revoke, rescind, amend, and/or cancel any part of all of this Declaration or the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration. No approval or joinder in any such alteration, modification, change, revocation, rescission, amendment and/or cancellation from either the Association or any Owner will be required. No modification, change, alteration, revision, and/or amendment required by any governmental agency will be deemed to affect Owners or any other interested party materially or adversely. Notwithstanding the foregoing: (i) any amendment which would affect the Master Drainage System must first be approved in writing by the District and the CDD, and (ii) no amendment may remove, revoke and/or adversely modify any right and/or privilege of a Builder without the Builder's prior written consent and joinder (in recordable form) to such amendment.

Section 13.2 **Amendments By Members**. This Declaration may be amended at any time by the affirmative vote or written consent, or any combination thereof, of Members Eligible To Vote representing at least two-thirds (2/3) of the total votes in the Association (without regard to class). A vote on any proposed amendment(s) may occur at any duly called and noticed meeting of the Association's membership at which a quorum is present, and the Members Eligible To Vote may vote either in person or by proxy. If any proposed amendment to this Declaration is approved by the Members Eligible To Vote, the President and Secretary of the Board shall execute a Certificate of Amendment which shall set forth the text of the amendment, the effective date of the amendment, the date of the meeting of the Association's

membership at which such amendment was adopted, the date that notice of the meeting was given, the total number of Members Eligible To Vote of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment and the total number of votes cast against the amendment. The Association must record this Certificate of Amendment in the Public Records of the County. The Certificate of Amendment shall be conclusive as to all parties, and all parties of any nature whatsoever shall have the full right to rely upon that Certificate of Amendment.

Notwithstanding anything in this Section 13.2 to the contrary: (i) no amendment may remove, revoke and/or modify any right and/or privilege of Declarant (while Declarant has Class B membership) without the written consent of Declarant or the successor in interest or assignee of such right and/or privilege; and (ii) no amendment may remove, revoke and/or modify any right and/or privilege of a Builder without the Builder's prior written consent. No amendment may impair the validity and/or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees. Any amendment to this Declaration which alters any provision relating to any portion of the Master Drainage System (including environmental conservation areas of the Common Area and the water management portions of the Common Area), beyond maintenance in its original condition, must first be submitted to and approved by the CDD (if the CDD is responsible for the operation and maintenance of the Master Drainage System) and the District, and if written consent from the COD and the District is not obtained, any such amendment will not be implemented. **In addition, any amendment to this Declaration that alters any provision related to the payment (or contingent payment) of fees or charges to the CDD or its delagatee (including, without limitation, the CDD Initiation Assessment and the F&B Minimum) shall not be valid unless approved in writing by the CDD.**

Section 13.3 **Amendments Impacting the Master Drainage System.** Any amendment of this Declaration which would affect the Master Drainage System or the responsibility of the Association or CDD, as applicable, to maintain or cause to be maintained the Master Drainage System must be approved by the District. If the District determines that an amendment to the District Permit is required in order for an amendment to this Declaration to be effective, the District Permit shall be amended first.

Section 13.4 **Proposal of Amendments**. A proposed amendment may be initiated and/or proposed by Declarant, the Board, or a petition signed by forty percent (40%) of the Owners. If a proposed amendment is to be adopted by Members pursuant to Section 13.2 of this Declaration, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting where the vote on that proposed amendment will take place. Any procedural challenge to an amendment must be made within three (3) months of its recordation or such amendment shall be presumed to have been validly adopted; provided, however, that such requirement shall not apply to any amendment that removes, revokes and/or modifies any right and/or privilege of the Declarant or a Builder without the Declarant's or Builder's (as applicable) prior written consent. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

Section 13.5 **Enforcement**. If any Owner, or any family member, tenant, occupant, agent, employee, invitee, contractor, subcontractor, visitor and/or guest of an Owner violates, fails to comply with and/or refuses to comply with any of the restrictions, terms, conditions, covenants, rules, regulations, and/or any provisions contained in any of the Governing Documents, as they may be amended from time to time, the Declarant, the Association, the CDD and/or any Owner shall be entitled to any and all such remedies may be exercised and pursued singly, sequentially or in any combination. The failure of Declarant, the Association, the CDD or any Owner to enforce any covenant, condition, term, provision, restriction, obligation, rule, regulation, right, power, privilege and/or reservation contained in any of the Governing Documents, however long continued, shall in no event be deemed a waiver of the right to enforce the same

thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

Section 13.6 **Entitlement to Attorneys' Fees**. The prevailing party in any action at law, action for damages, action in equity, action for injunctive relief, administrative action, declaratory action, or any combination thereof, shall be entitled to recover from the non-prevailing party all of its Enforcement Costs.

Section 13.7 **Fines and Suspensions**. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board, a fine or fines may be imposed upon an Owner for failure and/or refusal of an Owner and/or that Owner's tenants, occupants, licensees, invitees, employees, contractors, subcontractors, visitors and/or guests to comply with any covenant, condition, term, provision, restriction, rule or regulation contained in any of the Governing Documents. Fine(s) and/or suspension(s) may be imposed provided the following procedures are adhered to:

(a) **Notice**. The Association shall notify the Owner of the alleged violation(s) and the proposed fine(s) and/or the proposed suspension(s). Included in the notice shall be the date and time of a meeting of the Association's Covenant Enforcement Committee ("CEC") at which time the Owner may present reasons why the proposed fine(s) and/or suspension(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given to the Owner. Notice will be deemed to have been given when it is either personally delivered or deposited in the United States Mail, postage prepaid, and sent to the address of that Owner on file in the official records of the Association. The Association may provide a single notice and opportunity for a hearing to an Owner for any alleged violation(s) of a continuing nature.

(b) **Covenants Enforcement Committee**. All hearings regarding the proposed fine(s) and/or suspension(s) shall be conducted by the CEC. The CEC shall consist of at least three (3) members who are appointed by the Board. The members of the CEC serve at the pleasure of the Board and may be removed at any time with or without cause. Members of the CEC cannot be officers, Directors or employees of the Association, nor the spouse, parent, child, brother or sister of any officer, Director or employee of the Association, and must be current and in good standing with all of their respective assessment payment obligations to the Association.

(c) **Hearing**. The alleged violation(s) shall be presented to the CEC by the Board and/or an agent designated by the Board after which the CEC shall hear reasons why the proposed fine(s) and/or suspension(s) should not be imposed. A written decision of the CEC shall be submitted to the Owner no later than thirty (30) days after the date of the CEC meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses. Failure by an Owner to contest and/or object to any proposed fine(s) and/or suspension(s) in accordance with these procedures shall constitute a waiver of that Owner's rights to further contest the proposed fine(s) and/or suspension(s). The CEC, by majority vote, must approve any proposed fine(s) and/or suspension(s) in order for the fine(s) and/or suspension(s) to be imposed.

(d) **Amounts of Fine(s)**. The Board may recommend, and the CEC impose, fine(s) in the following amounts:

(i) One Hundred Dollars and no cents ($100.00) for each violation. A fine or fines may be levied on the basis of each day of a continuing violation.

(ii) No fine or fines for a continuing violation shall exceed Five Thousand Dollars and no cents ($5,000.00) in the aggregate.

(e) **Payment and Collection of Fines**. A fine or fines that are imposed on an Owner by the CEC shall be paid to the Association within thirty (30) days of the date of the written decision of the CEC. In any action to recover a fine or fines, the prevailing party shall be entitled to collect its reasonable attorneys' fees and costs.

(f) **Application of Proceeds**. All monies received from a fine or fines shall be allocated and/or used as determined by the Board.

(g) **Non-exclusive Remedy**. Any fine or fines imposed shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise entitled to under Florida law or the Governing Documents; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

(h) **Length of Suspension**. The Board may recommend, and the CEC impose a suspension or suspension(s) for a period of time which is the longer of sixty (60) days or during the term of a continuing violation. Any suspension or suspensions imposed shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise entitled to under Florida law or the Governing Documents.

(i) **Exceptions**. This Section 13.7 shall not apply to any suspension of voting rights of a Member imposed by the Board when that Member fails to pay Assessments when they are due. This Section 13.7 shall also not apply to any to any fine or fines imposed by the Board when an Owner fails to pay Assessments or any other charges when they are due.

Section 13.8 **Initiation of Litigation by Association**. The Association shall not initiate any judicial and/or administrative proceeding unless first approved by at least seventy-five percent (75%) of all Members Eligible to Vote, and such vote is held at a duly called meeting of the Association's Members at which a quorum has been attained. Notwithstanding the foregoing approval requirement, no such approval shall be required for actions and/or proceedings:

(a) initiated while Declarant has Class B membership;

(b) initiated to enforce the terms, provisions, covenants, conditions and/or restrictions of this Declaration, including but not limited to, collection of Assessments and foreclosure of liens; proceedings;

(c) initiated to challenge ad valorem taxation and/or condemnation proceedings;

(d) initiated against any contractor, vendor and/or supplier of goods and/or services arising out of, related to and/or connected with a contract for services, supplies and/or goods; and/or

(e) to defend claims filed against the Association and/or to assert counterclaims in proceedings instituted against the Association.

This Section 13.8 shall not be amended unless such amendment is first approved by the same percentage of votes necessary to institute any judicial and/or administrative proceedings (seventy-five percent (75%) of all Members Eligible to Vote).

ARTICLE 14
GENERAL PROVISIONS

Section 14.1 **Duration and Termination.** This Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Declarant, the Association and any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the Public Records of the County. Upon the expiration of the initial twenty-five (25) year period, this Declaration and each Supplemental Declaration shall be automatically renewed and extended for successive periods often (10) years. The number of ten-year renewal periods shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period. However, there shall be no renewal or extension of this Declaration if during the last year of any ten (10) year renewal period, Members Eligible To Vote representing at least ninety percent (90%) of the total votes of the Association vote in favor of termination this Declaration at the end of its then-current term, and the District approves such termination in writing.

Section 14.2 **Notice**. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, to the last known address of the person who appears as Member or Owner in the official records of the Association at the time of such mailing.

Section 14.3 **Assignment of Rights and Duties**. Any and all of the rights, powers and/or reservations of the Association and/or Declarant may be assigned to any Person, corporation or association which will assume the duties of the Association and/or Declarant pertaining to the particular rights, powers and/or reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assume such duties, the assignee shall (to the extent of the assignment) have the same rights and powers and be subject to the same obligations and duties as are herein given to and/or assumed by the Association and/or Declarant. Further, the Association and/or Declarant may from time to time delegate any and all of their rights, powers, discretion and/or duties hereunder to such agent or agents as it may nominate, unless prohibited by Florida law or any of the Governing Documents.

Section 14.4 **Relationships with Other Properties**. The Association may enter into contractual agreements and/or covenants to share costs with any neighboring properties, other associations, the CDD and/or any other Person to contribute funds for, among other things, shared or mutually beneficial property and/or services and/or a higher level of maintenance of any portion of the Property.

Section 14.5 **Interpretation**. The Article and Section headings have been inserted in this Declaration for convenience only, and shall not be considered or referred to in resolving questions and/or for interpretation or construction of this Declaration. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others. The Board shall have the right, except as limited by any other provisions of the Governing Documents, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and the Board's determination, construction and/or interpretation shall be final and binding.

Section 14.6 **Severability**. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 14.7 **Conflict**. This Declaration shall take precedence over conflicting provisions in the Articles and Bylaws, and said Articles shall take precedence over the Bylaws and any Rules and Regulations hereinafter promulgated. The Bylaws, as amended, shall take precedence over any Rules and Regulations hereinafter promulgated. In the event of any conflict between the terms of the Governing Documents and any Neighborhood Documents, the Governing Documents shall control. However, nothing shall prevent any Neighborhood Documents from being more restrictive than the Governing Documents.

Section 14.8 **Cooperation**. Each Owner, by acceptance of a deed therefore or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to cooperate in, and support, any and all zoning, administrative, governmental and/or quasi-governmental filings, applications, requests, submissions and other actions necessary or desired for development and/or improvement of the Property, including, without limitation, signing any required applications, plats, etc. as the owner of any portion of the Property owned or controlled thereby when necessary or requested.

Section 14.9 **Constructive Notice and Acceptance; Covenant Running with the Land**. Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Lot, shall be conclusively deemed to have consented and agreed to every limitation, restriction, rule, regulation, provision, easement, reservation, condition, lien and covenant contained in this Declaration, whether or not any reference to this Declaration is contained in the deed or any other instrument by which such person or entity acquired an interest in such Lot. The terms, easements, conditions, covenants, restrictions and provisions of Declaration shall nmwith the property, shall be binding upon all Persons (as defined below) and parties having and/or acquiring any right, title and/or interest in the Property or any portion of the Property, and shall inure to the benefit of each and every Person and/or entity, from time to time, owning or holding an interest in the Property or any portion of the Property.

ARTICLE 15
DISCLAIMERS

Section 15.1 **Disclaimer of Representations or Warranties**. EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DECLARANT, ANY BUILDER, NOR THEIR RESPECTIVE AGENTS OR EMPLOYEES IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF. IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

Notwithstanding anything contained herein or in the Articles, Bylaws and Rules and Regulations of the Association or any other document governing or binding the Association, Declarant, the Builders, the CDD or the Property, neither the Association, the CDD, the Builders, nor the Declarant shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant, tenant or user of any portion of the Property including, without limitation, residents and their families, agents, employees, visitors, subcontractors, licensees, contractors, guests or invitees, or for any property of any such persons.

Each Owner (by virtue of his acceptance of title to its, his or her Lot) and each other Person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such

interest or lien or making such uses) shall be bound by Article 15 of this Declaration and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association, the CDD, the Builders and/or Declarant and arising from, resulting from, related to and/or connected with any matter for which the liability of the Association, the CDD, the Builders, and/or Declarant has been disclaimed in this Article 15 or in this Declaration generally.

As used in this Article 15, the words "Association", "CDD" "Builders" and "Declarant" shall each include within their meanings all of the respective Directors, officers, Committees and board members, employees, agents, attorneys, contractors (including without limitation management companies), and successors and assigns of each.

Section 15.2 **View Impairment**. Neither Declarant, Builders, nor the Association guarantee or represent that any view over, through and/or across the Lots, any open space or any other portion of the Property within the Property will be preserved without impairment. Neither Declarant, Builders, nor the Association shall be obligated to relocate, prune, or thin trees or other landscaping. Any express or implied easements for view purposes and/or for the passage of light and air are hereby expressly disclaimed.

Section 15.3 **Notices and Disclaimers as to Signal Reception**. In recognition of the fact that interruptions in cable television, radio and/or satellite television will occur from time to time, neither Declarant nor the Association shall in any manner be liable for, and no Owner shall be entitled to refund, rebate, discount, or offset in applicable fees, for any interruption in any such services, regardless of whether or not such interruption is caused by reasons within the service provider's control. Declarant or Association shall be entitled to retain any rebate, discount, or other compensation received from the provider of any such services in connection with the installation and/or operation of such systems within the Property.

Section 15.4 **Construction, Sales and Marketing Activities**. All Owners, occupants, tenants and users of Lots are hereby placed on notice that Declarant, Builders and/or their respective agents, contractors, subcontractors, licensees, and other designees, successors, or assigns, shall continue, from time to time, to conduct construction, sales and marketing activities within the Property. By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest in a Lot, and/or by using any portion of a Lot or the Property generally, Owners, occupants, tenants and users of Lots acknowledge, stipulate, and agree: (a) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (b) not to enter upon, or allow their children or other Persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise), any property within or in proximity to the Lot or any other portion of the Property where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night, a holiday or otherwise during non-working hours); (c) that Declarant, Builders and all of their respective agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shall not be liable for any losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from and/or relating to any breach of this covenant; (d) that any purchase or use of any portion of a Lot has been and will be made with full knowledge of the foregoing; and (e) this acknowledgment and agreement is a material inducement to Declarant and each Builder to sell, convey, lease, and/or allow the use of Lots within the Property. Builders and their contractors, subcontractors, licensees and other designees, successors, and assigns shall have the right of ingress and egress to their Lots and Residential Dwelling Units through construction and other access points (whether temporary or permanent) for the purposes of construction, repairs, warranty work, sales and marketing of such Lots and Residential Dwelling Units; in addition, Declarant and all Builder's and their respective contract purchaser and potential contract purchasers shall have access to the Amenity Center and all other portions of the Common Areas for sales and marketing purposes, to enable the Declarant and each Builder to provide formal and/or informal tours of such facilities for sale and marketing purposes; the Association, CDD, Owners and other persons shall not interfere with any of the foregoing rights in any manner.

Section 15.5 **Natural Conditions**. The Property may contain a number of manmade, natural, and environmentally sensitive areas that may serve as habitats for a variety of native plants and wildlife, including, without limitation, insects, venomous and non-venomous snakes, alligators, other reptiles, raccoons, foxes, wild dogs, wild cats, and other animals, some of which may pose hazards to persons and/or pets coming in contact with them. Each Owner and occupant of any Lot, and every Person entering the Property: (a) acknowledges and agrees that such plants and wildlife are indigenous to the area and are not restrained or restricted in their movements within and/or through the Property; and (b) knowingly and voluntarily assumes all risk of property damage, personal injury and/or death arising from the presence of such plants and wildlife within the Property. Neither the Association, Builders, Declarant, nor the members, partners, affiliates, officers, directors, shareholders, attorneys, agents, and/or employees of any of the foregoing, shall have any duty to take action to control, remove, or eradicate any plant or wildlife within the Property, nor shall they have any liability for any property damage, personal injury and/or death resulting from the presence, movement, and/or propagation of any plant or wildlife within or through the Property. The areas described in this Section 15.5 may also contain ponds, lakes, retention ponds, dry detention areas, detention ponds, intermittent pools of water, muddy areas and/or buffer areas, among other things, all of which are important to the ecological balance and maintenance of the area as a wildlife habitat.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

Signed, sealed and delivered **DECLARANT:**

in the presence of (as to both):

Brightshore Management, LLC,
a Florida limited liability company
Barron Collier Management, LLC,
a Florida limited liability company
Its: Manager

Sign: _____
Print Name: _____
Address: _____
_____
_____

By: _____
Name: _____
Its: _____

Sign: _____
Print Name: _____
Address: _____
_____
_____

By: _____
Name: _____
Its: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025, by _____and _____, as _____ and _____, _____, respectively, of Barron Collier Management, LLC, a Florida limited liability company, Manager of Brightshore Management, LLC, a Florida limited liability company, on behalf of Hogan.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Florida
My commission expires: _____
☐ Personally Known **OR** ☐ Produced Identification
Type of Identification Produced _____

Joinder of Hogan Farms, LLC

Hogan Farms, LLC, as the fee simple owner of the Property, hereby joins in this Declaration solely for the purpose of consenting to encumber the Property with this Declaration.

Signed, sealed and delivered
in the presence of (as to both):

HOGAN:

Hogan Farms, LLC,
a Florida limited liability company
Barron Collier Corporation,
a Florida corporation
Its: Manager

Sign:_____
Print Name:_____
Address:_____
_____
_____

By:_____
Name:_____
Its:_____

Sign:_____
Print Name:_____
Address:_____
_____
_____

By:_____
Name:_____
Its:_____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2024, by _____and _____, as _____ and _____, _____, respectively, of Barron Collier Corporation, a Florida corporation, Manager of Hogan Farms, LLC, a Florida limited liability company, on behalf of Hogan.

[NOTARIAL SEAL]

Notary: _____
Print Name:_____
Notary Public, State of Florida
My commission expires:_____
☐ Personally Known **OR** ☐ Produced Identification
Type of Identification Produced_____

Brightshore
Community Development District

Administrative Matters

Ratification of Offsite Environmental Maintenance Agreement

OFFSITE ENVIRONMENTAL MAINTENANCE AGREEMENT

(includes initial mitigation work)

[Brightshore // SSA#6]

This Off-Site Environmental Maintenance Agreement is dated for reference purposes as of SEPTEMBER 4, 2026 and is entered into by and between Barron Collier Partnership, LLLP, a Florida limited liability limited partnership and successor by merger with Barron Collier Investments, Ltd. ("**SSA 6 Owner**"), Hogan Farms, LLC, a Florida limited liability company ("**Landowner**") the Brightshore Community Development District, a local unit of special-purpose government established by Chapter 190, Florida Statutes ("**CDD**"), and Collier Stewardship Services, Inc., a Florida not-for-profit corporation ("**CSS**"). Hereafter, SSA 6 Owner, Landowner, CDD and CSS are each referred to herein as a "**Party**" and collectively as the "**Parties**", as the context permits.

WHEREAS, SSA 6 Owner is the owner of the real property described in Exhibit "A", attached hereto, which comprises approximately 9,911 acres ("**SSA 6**"); and

WHEREAS, Landowner is the Owner of the real property described in Exhibit "B" attached hereto ("**Brightshore Village SRA**"); and

WHEREAS, by Resolution No. 2005 – 229 (such resolution and all exhibits and agreements attached thereto being collectively referred to herein as the "**2005 Resolution**") and in accordance with Section 4.08.06 of the Collier County Land Development Code ("**LDC**"), the County designated SSA 6 as a stewardship sending area (with an official name of *BCI/BCP SSA 6*), and a memorandum evidencing the establishment of SSA 6 has been recorded at O.R. Book 4003, page 2077 of the Public Records; and

WHEREAS, by Resolution No. 2022-209 (such resolution and all exhibits and agreements attached thereto being collectively referred to herein as the "**2022 Resolution**") and in accordance with Section 4.08.07 of the LDC, the County designated the Brightshore Village SRA as a stewardship receiving area; and

WHEREAS, in conjunction with obtaining the approval of the Brightshore Village SRA, Landowner and the County entered into a Stewardship Receiving Area Credit Agreement dated December 13, 2022 (the "**Brightshore Village SRA Credit Agreement**"), pursuant to which the County formally approved the transfer of the Stewardship Credits from SSA6 to the Brightshore Village SRA; and

WHEREAS, by Amended and Restated Absolute Assignment and Assumption of Stewardship Credits dated effective as of August 18, 2026 (the "**Assignment of Stewardship Credits**"), SSA 6 Owner assigned to Landowner 5,103.2 Stewardship Credits (the "**Stewardship Credits**") for the benefit of and to enable the eventual development of the Brightshore Village SRA in accordance with the 2022 Resolution (as the same may be amended); and

WHEREAS, it is not possible to identify the specific areas within SSA6 that generated the Stewardship Credits – rather, in order to maintain compliance with the terms of the 2005 Resolution (and exhibits attached thereto) and the 2022 Resolution (and exhibits attached thereto), a total of 1,463 acres within SSA6 (the "**Brightshore-SSA6 Allocated Area**") must be perpetually maintained (the "**County-Required Maintenance**"), as such acreage represents a pro-rata portion of SSA6 that directly benefits the Brightshore Village SRA (based generally upon the number of Stewardship Credits in relation to the total amount of stewardship credits generated by SSA6); and

WHEREAS, in addition to the County-Required Maintenance, approximately sixty-one (61) acres of land within SSA6, as generally depicted on Exhibit "C", attached hereto (the "**Wetland Mitigation Area**") must be designated and maintained as a wetland mitigation area, and such area is (or will be) encumbered by a perpetual Deed of Conservation Easement (permitting passive recreation) granted by the CDD (which easement must be joined by SSA6 Owner) in favor of the SFWMD (the "**Deed of Conservation Easement**"); and

WHEREAS, to provide the CDD and Landowner with access through SSA 6 to the Wetland Mitigation Area, the CDD and Landowner have requested (and SFWMD has required) that SSA 6 Owner, CDD and Landowner also enter into the Access, Maintenance and Conservation Easement Agreement; and

WHEREAS, the granting of the Deed of Conservation Easement and agreement of the CDD to cause the Wetland Mitigation Areas to be perpetually maintained is an express condition of the issuance of SFWMD ERP Permit 11-109367-P (the "**SFWMD Permit**"), which permit will enable the CDD to construct and operate a surface water management system within the Brightshore Village SRA; and

WHEREAS, in addition to the County-Required Maintenance and the Wetland Area Maintenance, an additional condition of the development of the Brightshore Village SRA (pursuant to an incidental take permit issued by the U.S. Army Corps of Engineers ("**ACOE**") (and with the advice of the U.S. Fish and Wildlife Service) under permit # **SAJ-2024-00966 (SP-MAO)** (the "**ACOE Permit**") is that the Wetland Mitigation Area PLUS an additional approximately 589 acres within SSA6 shall also be designated as panther mitigation area, as generally depicted on Exhibit "D", attached hereto (the "**Panther Mitigation Area**") and must be maintained as a panther mitigation area, and such area is (or will be) encumbered by a perpetual easement executed by the SSA 6 Owner as 'grantor' (and which easement is also joined by the CDD and Landowner) in favor of the ACOE (the "**Panther Mitigation Easement**"); and

WHEREAS, the granting of the Panther Mitigation Easement and agreement of the permittee to cause the Panther Mitigation Areas to be perpetually maintained is an express condition of the issuance of the ACOE Permit, and the ACOE Permit is required as a condition of the development of the Brightshore Village SRA; and

WHEREAS, under the express terms of the Assignment of Stewardship Credits, Landowner agreed to (a) cause one (1) entity to serve as a centralized/designated manager to perform (or cause to be performed) the County-Required Maintenance, and (b) in conjunction therewith establish a funding mechanism to cover the costs of such perpetual County-Required Maintenance; and

WHEREAS, it is recognized that the SSA 6 Owner (a) has no prior obligation to execute the Easements, and (b) as a condition of agreeing to execute the Easements, also requires that one (1) entity be established and assigned the responsibility to conduct all Brightshore Off-Site Environmental Maintenance within SSA 6; and

WHEREAS, CSS has been formed for the purpose of, *inter alia*, directing funding from various sources to enable CSS to contract for (with third party vendors) and manage the performance of the perpetual environmental mitigation, maintenance and monitoring activities in various environmentally sensitive areas, including, without limitation, within SSA 6; and

WHEREAS, in light of the fact that the Brightshore-SSA 6 Allocated Area is not a specifically defined area (other than the fact that it is within SSA 6), and in recognition of the fact that the Wetland Mitigation Area and Panther Mitigation Area are interwoven throughout SSA 6, it is acknowledged that economies of scale and operational efficiencies will be optimized by assigning to CSS the responsibilities of performing (or causing to be performed) the Brightshore Off-Site Environmental Maintenance, and CSS

is willing to assume such responsibilities (at no cost to CSS) provided that a perpetual funding mechanism is established to provide funds to pay for such Operating and Maintenance Costs; and

WHEREAS, to induce SSA 6 Owner to execute the Easements and to induce Landowner to dedicate and ultimately convey lands within the Brightshore Village SRA to the CDD, CSS has agreed to perform the Brightshore Off-Site Environmental Maintenance responsibilities (at no cost to CSS), provided that the Environmental Transfer Fee Covenant is executed and recorded (to provide a funding source to pay for the Operating and Maintenance Costs), all subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and accurate and are incorporated herein by reference.

2. Additional Defined Terms. When used herein, the following terms shall have the following meanings:

a. "**Access, Maintenance and Conservation Easement Agreement**" shall mean and refer to the access, maintenance and conservation easement agreement required to be executed by Landowner, CDD and SSA 6 Owner and recorded in the Public Records, as a condition of the issuance of the SFWMD Permit.

b. "**Administrative Costs**" shall only mean and refer to the following costs incurred by CSS: (a) the salary and benefits of any employees or independent contractors hired by CSS and reasonably related to the collection and disbursement of Brightshore Funds, (b) the bookkeeping necessary to maintain the Brightshore Ledgers and provide internally – prepared annual receipt and disbursement reports to the CDD,(c) submitting (but not preparing) required monitoring reports to applicable governmental agencies, and (d) in providing managerial oversight of any vendors, contractors or other third party retained by CSS to actually perform the Maintenance Work.

c. **"Administrative Fee**" is defined in Section 8, below.

d. **"Brightshore Funds**" shall mean and refer to all funds received by the CDD under the Environmental Transfer Fee Covenant.

e. "**Brightshore Ledgers**" shall mean and refer to books and ledgers that CSS shall maintain reflecting all receipts and disbursements of Brightshore Funds.

f. "**Brightshore Off-Site Environmental Maintenance**" or "**Maintenance Work**" shall mean and refer to the Panther Area Maintenance, Wetland Area Maintenance and County-Required Maintenance (including preparing or causing to be prepared any related monitoring reports) (all in accordance with the applicable Permits and local and/or state

laws and regulations); and shall also include the establishment of certain Endowment Accounts (and any bonding requirements) related thereto, as required by applicable Permits.

g. "**County**" shall mean and refer to the Board of County Commissioners of Collier County, Florida, acting as the governing body of Collier County, Florida.

h. "**Deed of Conservation Easement**" is defined in the recitals, above.

i. "**Easements**" shall collectively mean and refer to the Deed of Conservation Easement, the Access, Maintenance and Conservation Easement Agreement, and the Panther Mitigation Easement, as the same may be amended from time to time.

j. "**Environmental Transfer Fee Covenant**" or "**Covenant**" shall mean and refer to a covenant that shall be executed and recorded in the Public Records, in the form substantially consistent with the form attached hereto as Exhibit "E".

k. "**Initial Mitigation Work**" shall mean and refer to (a) the initial environmental mitigation work within SSA 6 which is required under the Permits and Approvals, and (b) the work pertaining to the first (1st) year of environmental maintenance and monitoring within SSA 6 and required under such Permits and Approvals (including the cost of any required bonding during such period of time). For purposes of the preceding sentence, the first year of environmental maintenance and monitoring shall be deemed to end one (1) year after the date that the ACOE Permit is issued.

l. "**Operating and Maintenance Costs**" shall mean and refer to all costs and expenses (other than Administrative Costs specifically described hereinabove) incurred by the applicable Party (or such party's vendor, contractor or delegate) in causing the Brightshore Off-Site Environmental Maintenance work to be performed, including, without limitation, (a) the salary and benefits of any employees or independent contractors hired by CSS to perform services reasonably related to the performance of the Maintenance Work (including the preparation of monitoring reports and performance of periodic site-inspections) (b) the costs of any bonds required by any governmental agencies, plus (c) the Administrative Fee.

m. "**Panther Area Maintenance**", shall mean and refer to the perpetual maintenance and monitoring of the Panther Mitigation Area in accordance with the ACOE Permit and applicable Easements.

n. "**Panther Mitigation Easement**" is defined in the recitals, above.

o. "**Permits and Approvals**" shall collectively mean and refer to the SFWMD Permit, the ACOE Permit, the 2005 Resolution (and exhibits thereto) and the 2022 Resolution (and exhibits thereto), all as the same may be amended from time to time.

p. "**Public Records**" shall mean and refer to the public land records of Collier County, Florida.

q. "**SFWMD**" shall mean and refer to the South Florida Water Management District.

r. "**Wetland Area Maintenance**" shall mean and refer to the perpetual maintenance and monitoring of the Wetland Mitigation Area in accordance with the SFWMD Permit and applicable Easements.

Any other capitalized terms not defined herein shall have the meaning set forth in the Covenant.

3. Agreement of SSA 6 Owner to Join in Easements Encumbering SSA 6. SSA6 Owner agrees to join in the execution of the Easements and will promptly do so upon receipt of written request from the CDD or Landowner that such Easements are in final form and ready for execution and recording in the Public Records.

4. Assignment and Assumption of Maintenance Responsibilities to CSS. Landowner (to the extent that Landowner is still a co-permittee on any applicable permits) and the CDD hereby assign to CSS, and CSS hereby assumes and agrees to hereafter cause to be performed, at all times while this Agreement is in effect, the Initial Mitigation Work and all Brightshore Off-Site Environmental Maintenance, in accordance with the requirements of the Permits and Approvals and the Easements, but subject at all times to the terms and conditions of this Agreement. Notwithstanding the general assumption of overseeing the Initial Mitigation Work and Maintenance Work (and subject to Section 6, below), CSS's obligation to hereafter perform (or cause to be performed) the Initial Mitigation Work and Maintenance Work is subject to receipt by CSS from the CDD of disbursements from the Brightshore Funds in such amounts and at such times as Operating and Maintenance Costs become due and payable, and subject also to compliance by the CDD of its obligations under Section 6, below. For the avoidance of doubt, CSS shall have the sole discretion over the manner in which it will cause the Initial Mitigation Work and Maintenance Work to be performed by hiring one or more third-party vendors to perform such work (which vendors may be affiliated or non-affiliated with CSS so long as all fees charged are at an arm's length rate) and all fees and expenses charged by such vendors shall be included in the cost of the Initial Mitigation Work and thereafter in the Operating and Maintenance Costs. In addition (and in recognition of the fact that the primary purpose of this Agreement is to establish CSS as a centralized manager of mitigation activities within SSA 6), in conjunction with causing Initial Mitigation Work and Maintenance Work to be performed, CSS may cause such work to be performed under one or more master service agreements with one or more vendors, pursuant to which the work is performed by a vendor as part of other environmental maintenance work within SSA 6; in such event, CSS shall have the right to reasonably apportion the fees charged by such vendor(s) based upon relative acreage of lands encumbered by the Easements and included

in the applicable component of the Initial Mitigation Work and Maintenance Work in relation to the total acreage of all lands that are the subject of the applicable service contract.

5. Cost Sharing For Initial Mitigation Work. All fees and costs incurred by CSS in causing the Initial Mitigation Work to be completed shall be paid for by Landowner and the CDD as follows: 27% shall be paid for by the CDD and 73% shall be paid for by Landowner. CSS will prepare an estimated budget for the Initial Mitigation Work (which budget shall be an estimate only and is not guaranteed by CSS), and as expenses are incurred that are related to the Initial Mitigation Work, CSS will deliver written requests for disbursement to Landowner and CDD, and upon receipt of such requests from CSS (which will not be given more frequently than weekly), Landowner and CDD will deliver their respective share of the amounts due to CSS (making checks payable directly to the applicable vendor(s), as directed by CSS).

6. Environmental Transfer Fee Covenant; Duty of CDD to Back-Stop. In order to establish a perpetual primary funding source to provide funds to pay for the cost of the Initial Mitigation Work and for the ongoing Operating and Maintenance Costs, Landowner, CDD and CSS shall execute the Environmental Transfer Fee Covenant and record the same in the Public Records promptly after the execution of this Agreement. If any mortgage encumbers any portion of the Brightshore Village SRA then Landowner shall obtain an express (and recorded) subordination and consent from the applicable mortgage holder. Although it is expected that the revenue received by the CDD pursuant to the Environmental Transfer Fee Covenant will provide the CDD with sufficient funds to pay for the CDD's share of the Initial Mitigation Work and for all of the Operating and Maintenance Costs, it is recognized that (a) such revenue is not predictable with absolute certainty, and (b) portions of such revenue may be delivered to other parties and/or set aside and delivered to one or more accounts to establish the Endowment Accounts (all as described more particularly in such covenant). Therefore, if at any time, CSS reasonably determines that the actual costs incurred (and/or reasonably anticipated to be incurred) plus the Administrative Fee due or to become due to CSS over any rolling 12-month period will exceed the funds then held by the CDD in the Brightshore General Account (or expected to be received by the CDD over such rolling 12-month period) (in each instance, a "**Revenue Deficiency**") then CSS shall deliver written notice of such anticipated Revenue Deficiency (together with reasonable supporting documentation) to the CDD (in each instance, a "Deficiency Notice"), and the CDD shall, by no later than sixty (60) days after receipt of a Deficiency Notice, deposit additional cash funds into the Brightshore General Account in the amount of the anticipated Revenue Deficiency set forth in such Deficiency Notice. Notwithstanding the foregoing, this Section 6 applies only to the extent such costs are not paid for by Landowner as the initial permittee as required under the ACOE Permit.

7. Holding of Funds; Record Keeping; Annual Reports; Estoppel Certificates. Brightshore Funds will not be comingled with other funds held by the CDD. CSS shall maintain accurate Brightshore Ledgers reflecting all receipts and disbursements of Brightshore Funds, and the Brightshore Ledgers shall be subject to review by the CDD upon not less than twenty (20) days prior written request by the CDD (which request may not be made more frequently than one (1) time in any calendar quarter). CSS shall provide the CDD with an annual report (by no later than 120 days after the end of each calendar year), in commercially reasonable detail, reflecting all receipts and expenditures of Brightshore Funds and such annual report shall also include copies of any monitoring reports submitted to any governmental agencies pursuant to any applicable Permits. CSS shall prepare (and submit to the CDD for review, approval and signature) any estoppel certificates requested pursuant to Section 2.9 of the Covenant.

8. Administrative Fee; Estoppel Fee. As also set forth in the Covenant, an amount equal to $3,000.00 per month (based on 3 Endowment Accounts), as an administrative fee (the "**Administrative Fee**"), to cover the general Administrative Costs incurred by CSS in conjunction with performing its responsibilities hereunder. The Administrative Fee shall be increased by two percent (2%) annually, with such increase becoming effective on January 1st of each calendar year hereafter. In addition to the Administrative Fee, CSS shall be entitled to retain the estoppel fees payable from time to time under section 2.9 of the Covenant.

9. Step In Rights/Obligations of CDD. It is recognized that the CDD bears ultimate responsibility for performance of the Maintenance Work in compliance with all applicable Permits and Approvals and Easements. Consequently, if for any reason (even due to reasons not within the reasonable control of CSS), CSS fails to comply with its maintenance obligations hereunder, then the CDD shall have the absolute right (by delivering not less than ten (10) days prior written notice to CSS) to access SSA 6 (via the Easements) and perform or cause to be performed any corrective measures required (or deemed advisable by the CDD) (in each instance, "**Corrective Action**"). However, the performance of the Corrective Action shall not excuse CSS from performing CSS's obligations hereunder, and shall not entitle the CDD or any other party to terminate this Agreement.

10. Duty to Cooperate. The Parties hereto shall cooperate in good faith and will execute any amendment or other document reasonably requested or required by any permitting agency with jurisdiction over Brightshore.

11. Term; Automatic Renewals. The initial term of this Agreement shall be for seventy-five (75) years. Thereafter, this Agreement shall automatically renew for consecutive ten (10) year renewal periods unless CSS notifies the CDD (a "Termination Notice") that CSS has elected to terminate this Agreement, which Termination Notice must be delivered by CSS to CDD no earlier than three (3) years prior to the end of the term then in effect and no later than one (1) year prior to the end of the term then in effect. Notwithstanding the foregoing, if the Covenant is ever terminated, then CSS shall have no further obligations under this Agreement.

12. Default and Remedies. If any party hereto fails to comply with its obligations hereunder, and such failure continues after the expiration of a (a) fifteen (15) day written notice and cure period as to monetary defaults and (b) forty-five (45) day written notice and cure period as to non-monetary defaults, then the non-defaulting party may sue for injunctive relief and/or seek actual monetary damages from the defaulting party; however, under no circumstances shall any Party be permitted to terminate this Agreement during the Term hereof (including any renewals thereof).

13. Notices. All notices, demands, requests, and other communications required hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the Party to whom the notice is directed; (b) if sent by facsimile or electronic mail or other electronic transmission, upon transmission (but only so long as a copy of the notice is also sent by another method provided for in this Section); or (c) if sent by overnight courier, with request for next business day delivery, on the next business day after sending:

If to SSA 6 Owner:	Barron Collier Partnership, LLLP c/o Barron Collier Companies Attn: Brian Goguen 2600 Golden Gate Parkway Naples, Florida 34105 Phone: 239-262-2600 Fax: 239-262-1840 Email: bgoguen@barroncollier.com
If to Landowner:	Hogan Farms, LLC c/o Barron Collier Companies Attn: Brian Goguen 2600 Golden Gate Parkway Naples, Florida 34105 Phone: 239-262-2600 Fax: 239-262-1840 Email: bgoguen@barroncollier.com
If to the CDD:	Brightshore Community Development District c/o PFM Management Service LLC Attn: Vivian Carvalho 3501 Quadrangle Blvd Suite 270 Orlando, Florida 32817 Phone: (407) 723-5900 Email: carvalhov@pfm.com
If to CSS:	Collier Stewardship Services, Inc. c/o Barron Collier Companies Attn: Nick Casalanguida 2600 Golden Gate Parkway Naples, Florida 34105 Phone: 239-262-2600 Fax: 239-262-1840 Email: ncasalanguida@barroncollier.com

Any Party hereto may change the address(es) at which such Party is to receive notice hereunder, by delivering not less than ten (10) days prior written notice of such address change(s) to all other Parties hereto.

14. Estoppel. Within thirty (30) days after the written request of either Party, but not more than once per calendar year, the other, non-requesting Party shall deliver an estoppel letter ("**Estoppel**") to the requesting Party stating: (i) whether any amounts hereunder are owed (or claimed to be owed) by the requesting Party through the effective date of the Estoppel and, if so, stating the amounts owed (or claimed to be owed) and the purposes therefor; and (ii) whether the requesting Party is in compliance with the terms and conditions of this Agreement and, if not, identifying the alleged defaults or breaches of the requesting Party. The Estoppel shall be delivered by the non-requesting Party to the requesting Party pursuant to the notice procedures set forth herein. In the event the non-requesting Party fails or refuses to timely provide

the Estoppel as set forth herein, the non-requesting Party shall be deemed to have waived its rights to any amounts owed and with respect to any claims under this Agreement which accrued prior to the date on which the Estoppel was requested. Notwithstanding the foregoing, in no event shall a non-requesting Party be deemed to have waived its rights to certain amounts owed if the non-requesting Party has not received a final invoice for such amounts, or alternatively, if such amounts owed have not otherwise been set or finalized, on or before the effective date of the Estoppel or the request for Estoppel, as applicable.

15. Amendments. This Agreement shall only be amended by written instrument, which Amendments shall initially require the signatures of all Parties, subject to the following:

a. Upon the LATER of (i) the recording of the Covenant, and (ii) the date that Landowner no longer owns any real property within the Brightshore Village SRA, any amendments to this Agreement made after such date shall not require the consent of Landowner; and

b. Upon the LATER of (i) the recording of the Easements, and (ii) the date that SSA 6 Owner no longer owns any real property within SSA 6, any amendments to this Agreement made after such date shall not require the consent of SSA 6 Owner.

16. Assignment. This Agreement shall not be assignable by any Party hereto without the express written consent of all other Parties that, as of the date of such assignment, would be required to consent to an amendment to this Agreement under Section 15, above.

17. Severability and Waiver. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, that provision shall be deleted from this Agreement without affecting, in any respect whatsoever, the validity of the remainder of this Agreement. No waiver of any provisions of this Agreement shall be binding, unless executed in writing by the Party making the waiver. No waiver of any of the provisions of this Agreement shall be deemed or inferred from the Parties' conduct or for any other reason, nor shall any waiver of a provision constitute a waiver of any other provisions, whether or not similar. No waiver of any provision of this Agreement shall constitute a continuing waiver.

18. Further Assurances. Without additional consideration, the Parties will sign, acknowledge, and deliver any other documents and take any other action necessary or appropriate, and reasonably requested by the other, to carry out the intent and purpose of this Agreement.

19. Attorneys' Fees. If either Party initiates or is made a Party to legal proceedings (whether judicial, administrative, declaratory, in arbitration or otherwise) in connection with this Agreement by reason of the other Party, then the non-prevailing Party in those proceedings will pay the costs and attorneys' fees, including the costs and attorneys' fees of appellate proceedings, incurred by the prevailing Party. This obligation to pay attorneys' fees and costs will apply also to settlements of disputes and to collection efforts.

20. Waiver of Jury Trial. The Parties each expressly waive any right to trial by jury of any claim, demand or cause of action arising under this Agreement.

21. Governing Law; Venue. This Agreement shall be construed under the laws of the State of Florida. The exclusive jurisdiction and venue for any disputes under this Agreement shall be in the Circuit Court of Collier County, Florida.

22. Counterparts; Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Signatures hereon transmitted by facsimile or electronic means shall be deemed original for all purposes.

[*Signatures on the following pages.*]

Signed in the presence of these witnesses:

Witness:
Print Name: Jessica Ramos
Address: 2600 Golden Gate Pkwy
Naples, FL 34105

Witness:
Print Name: KRISTINA JOHNSON
Address: 2600 GOLDEN GATE PKWY
NAPLES FL 34105

BARRON COLLIER PARTNERSHIP, LLLP, a Florida limited liability limited partnership

By: Barron Collier Management, LLC,
a Florida limited liability company
Its: General Partner

By:
Jeff Sonalia, Chief Financial Officer

By:
Brian Goguen, Chief Investment Officer

Witness #1

KRISTINA JOHNSON
Printed Name of Witness #1
Address: 2600 GOLDEN GATE PKWY
NAPLES FL 34105

Witness #2

Sabina E. Hardy

Printed Name of Witness #2
Address:
2600 Golden Gate Pkwy
Naples FL. 34105

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special purpose government established pursuant to Fla. Stat. Ch. 190, located in Collier County, FL

By: _____
Nick Casalanguida, Chairperson of the Board of Supervisors

ATTESTATION OF DISTRICT MANAGER:

By: _____
G. Russell Weyer, District Manager

Signed in the presence of these witnesses:
(as to each)

HOGAN FARMS, LLC, a Florida limited liability company

By: Barron Collier Corporation,
a Florida corporation
Its: Manager

By: _____
Jeff Sonalia, Vice President

By: _____
Brian Goguen, Vice President

_____
Witness
Print Name: Jessica Ramos
Address: 2600 Golden Gate Pkwy.
Naples, FL 34105

_____
Witness:
Print Name: KRISTINA JOHNSON
Address: 2600 GOLDEN GATE PKWY
~~2600 G~~ NAPLES FL 34105

Signed in the presence of these witnesses:

COLLIER STEWARDSHIP SERVICES, INC

Witness

By: _____
Print Name: BRIAN GOGUEN
Title: VICE PRESIDENT

Print Name: Sabina E. Hardy
Address: 2600 Golden Gate Pkwy
Naples FL 34105

Witness

Print Name: KRISTINA JOHNSON
Address: 2600 GOLDEN GATE PKWY
NAPLES FL 34105

EXHIBIT "A"

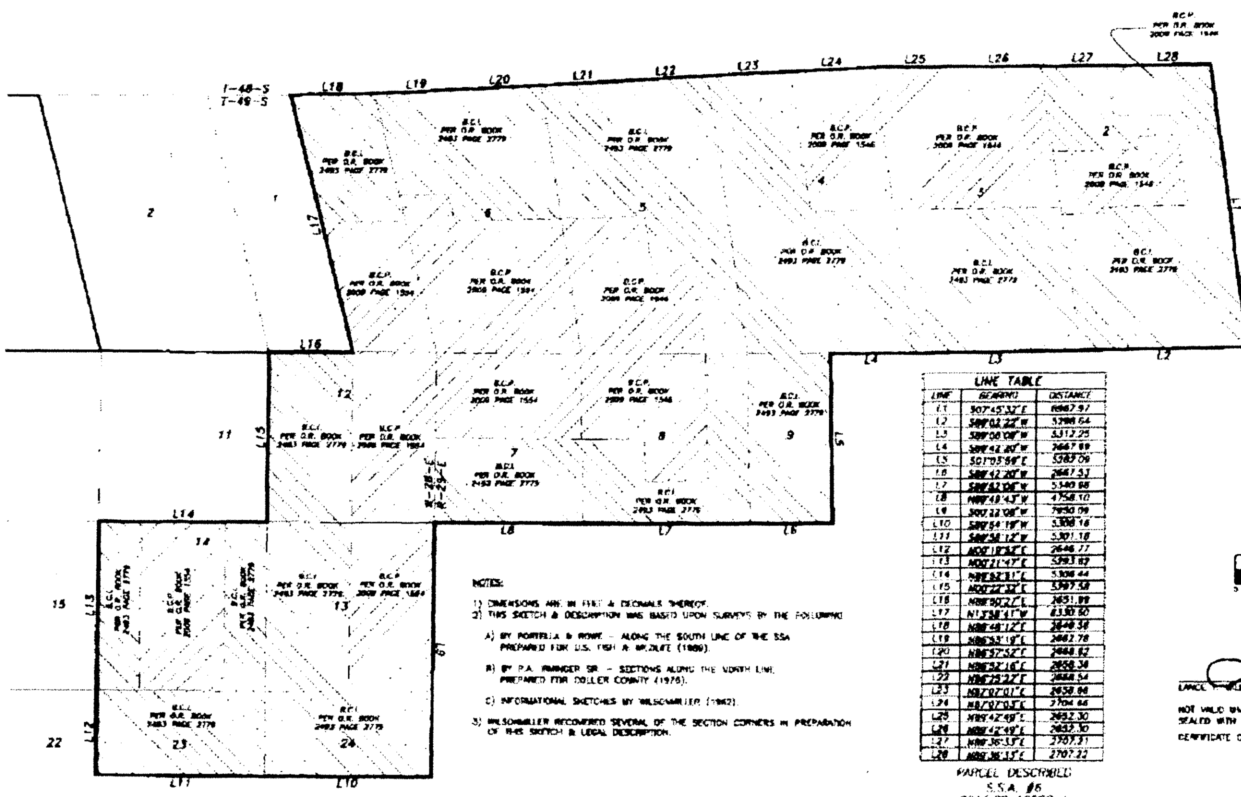
LEGAL DESCRIPTION OF SSA 6

DESCRIPTION OF LANDS
LYING WITHIN SECTIONS 2 THRU 9,
TOWNSHIP 49 SOUTH,
RANGE 29 EAST AND
SECTIONS 1, 12 THROUGH 14 & 23 & 24
TOWNSHIP 49 SOUTH, RANGE 28 EAST,
COLLIER COUNTY, FLORIDA

All of Sections 2 through 8, Township 49 South, Range 29 East, Collier County Florida
and
The west half (1/2) of Section 9, Township 49 South, Range 29 East, Collier County, Florida
and
All of Sections 12 through 14, Township 49 South, Range 28 East, Collier County, Florida
and
The east half (1/2) of Section 1, Township 49 South, Range 28 East,
and
The north half (1/2) of Section 23, Township 49 South, Range 28 East, Collier County, Florida
and
The north half (1/2)of Section 24, Township 49 South, Range 28 East, Collier County, Florida

Containing 9911.09 acres more or less.
Subject to easements and restrictions of record.
Bearings are based on the east line of Section 2, Township 49 South Range 29 East, Collier County, Florida South 07°45'32" East.

See Sketch on next page



NOTES:

1) DIMENSIONS ARE IN FEET & DECIMALS THEREOF.
2) THIS SKETCH & DESCRIPTION WAS BASED UPON SURVEYS BY THE FOLLOWING

A) BY PORTELLA & ROWE – ALONG THE SOUTH LINE OF THE SSA PREPARED FOR U.S. FISH & WILDLIFE (1989).

B) BY P.A. RIMINGER SR. – SECTIONS ALONG THE NORTH LINE PREPARED FOR COLLIER COUNTY (1976).

C) INFORMATIONAL SKETCHES BY WILSONMILLER (1962).

3) WILSONMILLER RECOVERED SEVERAL OF THE SECTION CORNERS IN PREPARATION OF THIS SKETCH & LEGAL DESCRIPTION.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S07°45'32"E	6667.97
L2	S89°02'22"W	5298.64
L3	S89°00'08"W	5312.25
L4	S89°42'20"W	2667.89
L5	S01°05'59"E	5383.09
L6	S89°42'20"W	2667.33
L7	S89°42'06"W	5340.86
L8	N89°49'43"W	4758.10
L9	S00°22'08"W	7950.09
L10	S89°54'19"W	5308.16
L11	S89°58'12"W	5301.18
L12	N00°18'32"E	2646.77
L13	N00°21'47"E	5293.87
L14	N89°52'31"E	5306.44
L15	N00°22'32"E	5397.58
L16	N89°50'22"E	2651.89
L17	N13°58'41"W	8330.60
L18	N89°48'12"E	2649.38
L19	N89°53'19"E	2662.78
L20	N89°57'52"E	2668.62
L21	N89°52'16"E	2658.34
L22	N89°25'27"E	2668.54
L23	N87°07'01"E	2658.66
L24	N87°07'05"E	2704.66
L25	N89°42'49"E	2652.30
L26	N89°42'49"E	2652.30
L27	N89°36'35"E	2707.21
L28	N89°36'35"E	2707.22

PARCEL DESCRIBED
S.S.A. #6
9911.09 ACRES ±

SCALE: 1" = 3000'

GRAPHIC SCALE

LANCE T. MILLER, P.S.M. L.S.#5627 — 11/29/04 DATE

NOT VALID UNLESS SIGNED BY THE SURVEYOR AND SEALED WITH THE SURVEYOR'S EMBOSSED SEAL.
CERTIFICATE OF AUTHORIZATION # LB-43

EXHIBIT "B"

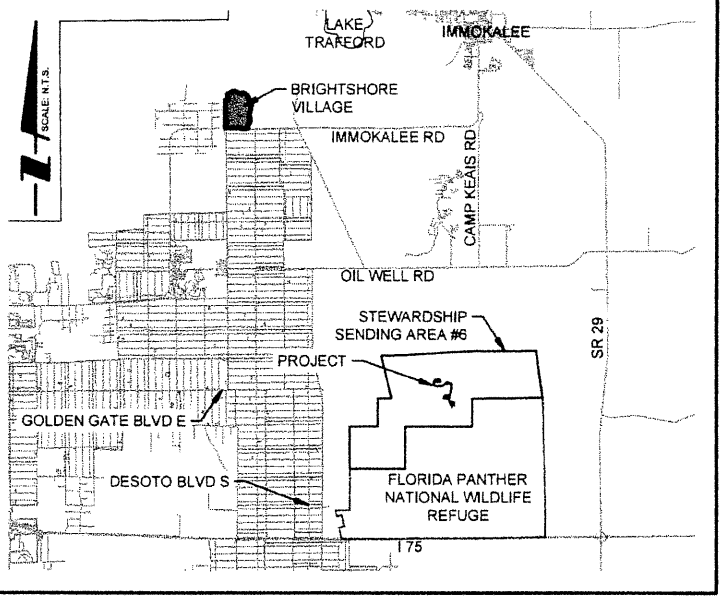
LEGAL DESCRIPTION OF THE BRIGHTSHORE VILLAGE SRA

All of BRIGHTSHORE VILLAGE, according to the plat thereof recorded in plat book 78, page 1 through 24 of the public records of Collier County, Florida.

LESS AND EXCEPT:

Tracts, R-1, R-2 and R-3 of BRIGHTSHORE VILLAGE, according to the plat thereof recorded in plat book 78, page 1 through 24 of the public records of Collier County, Florida.

EXHIBIT "C"

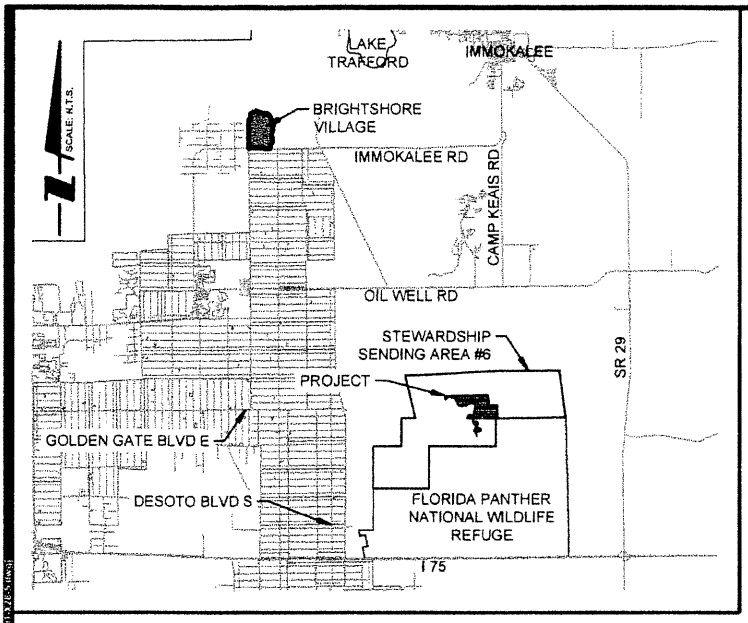


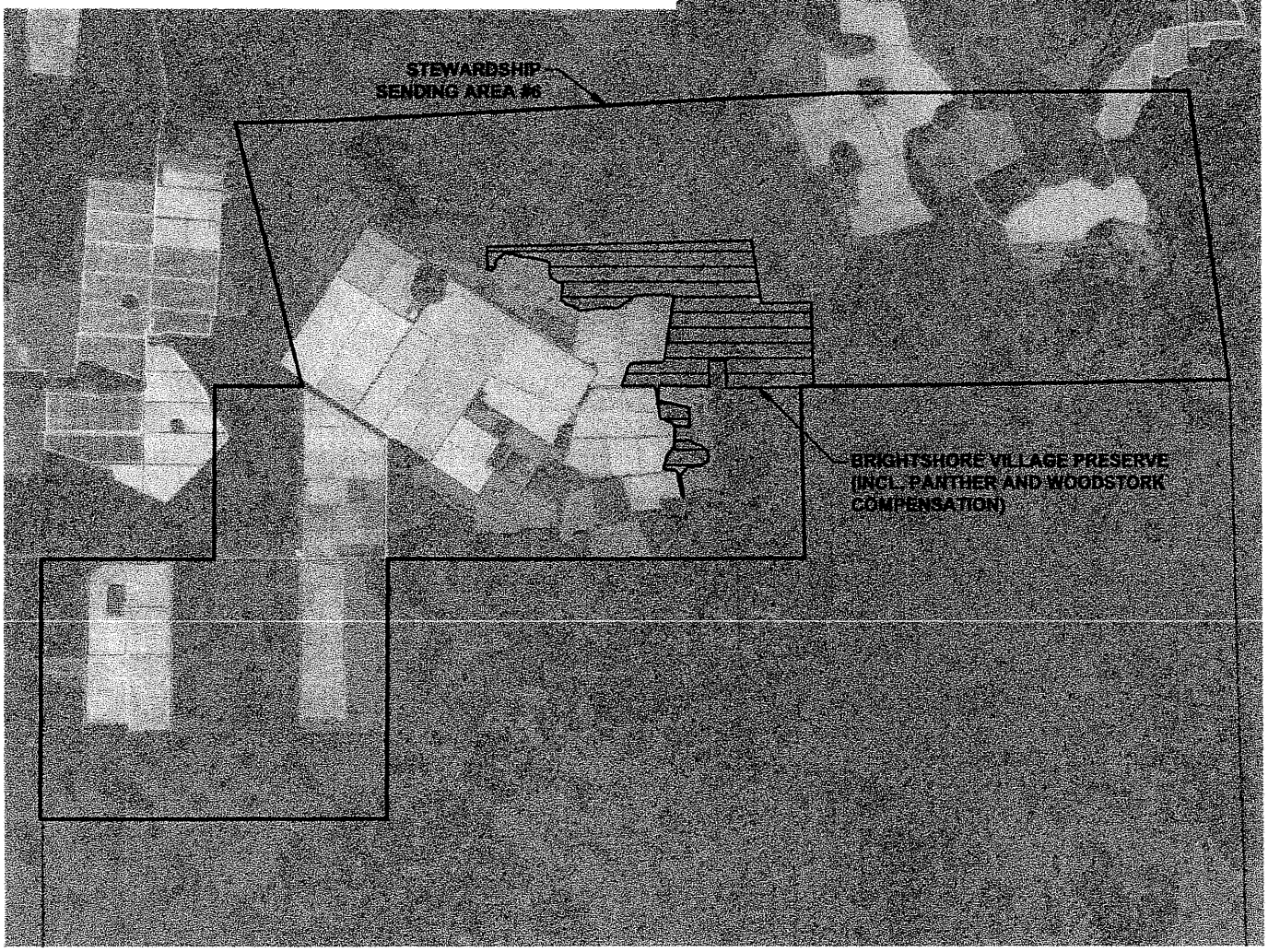
PENINSULA ENGINEERING
239.403.5700
Pen-Eng.com
Florida Engineering C.A #28275
Florida Landscape C.A #LC26000632

PROJECT:	BRIGHTSHORE VILLAGE
TITLE:	BRIGHTSHORE WETLAND EASEMENT
CLIENT:	HOGAN FARMS, LLC

SEC: 4, 5, 6, 7, 8, 9 TWP:49	RGE: 29
Designed by:	DAN HARTLEY, P.E.
Drawn by:	IVAN TORRES
Date:	JULY 2026
Drawing Scale:	1" = 5000'
Project Number:	P-ABCP-009
File Name:	P-ABCP-009-001-X28-4.dwg
Sheet ID:	X28-4
Sheet Number:	04 of 06

EXHIBIT "D"





PENINSULA ENGINEERING

239.403.5700
Pen-Eng.com

Florida Engineering C.A #28275
Florida Landscape C.A #LC26000632

PROJECT:
BRIGHTSHORE VILLAGE

TITLE:
BRIGHTSHORE PANTHER EASEMENT

CLIENT:
HOGAN FARMS, LLC

SEC: 4, 5, 6, 7, 8, 9 TWP: 49	RGE: 29
Designed by:	DAN HARTLEY, P.E.
Drawn by:	IVAN TORRES
Date:	JULY 2026
Drawing Scale:	1" = 5000'
Project Number:	P-ABCP-009
File Name:	P-ABCP-009-001-X28-5.dwg
Sheet ID:	X28-5
Sheet Number:	05 of 06

Exhibit "E"

Prepared by:
Matthew L. Grabinski, Esq.
COLEMAN, YOVANOVICH
& KOESTER, P.A.
4001 Tamiami Trail N., #300
Naples, Florida 34103
(239) 435-3535

ENVIRONMENTAL TRANSFER FEE COVENANT

THIS ENVIRONMENTAL TRANSFER FEE COVENANT (hereinafter this "Declaration" or "Covenant") is made this _____ day of _____, 2026, by Brightshore Community Development District, a local unit of special-purpose government established by Chapter 190, Florida Statutes ("**CDD**") and Collier Stewardship Services, Inc., a Florida not-for-profit corporation ("**Collier Stewardship Services**" or "**CSS**"), and is joined by **HOGAN FARMS, LLC,** a Florida limited liability company ("**Landowner**").

RECITALS

WHEREAS, Landowner and/or the CDD are the collective owners of that certain real property located in Collier County, Florida, and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "**Property**"), which Property will be developed as a master-planned community known as "**Brightshore**" or "**Brightshore Village SRA**"; and

WHEREAS, as explained more particularly in that certain Offsite Environmental Maintenance Agreement ("**Maintenance Agreement**") dated on or about _____ by and between CDD, CSS, Landowner, and Barron Collier Partnership, LLLP, a Florida limited liability limited partnership and successor by merger with Barron Collier Investments, Ltd. ("**SSA 6 Owner**"), SSA 6 Owner encumbered lands owned by SSA 6 Owner with certain conservation Easements (as more particularly described in the Maintenance Agreement) to enable the development of the Property (it being acknowledged that the Property itself has no on-site environmental mitigation areas); and

WHEREAS, to induce SSA 6 Owner to grant the Easements and enter into the Maintenance Agreement Landowner and CDD agreed to encumber the Property with this covenant to provide for a perpetual source of funding to pay for off-site environmental Maintenance Work (as more particularly defined in the Maintenance Agreement) within SSA 6 (including the establishment of certain endowment accounts related thereto), pursuant to the permits and approvals applicable to Brightshore, to enable the CDD, to undertake perpetual environmental mitigation, maintenance and monitoring of environmental lands located off-site from the Property (and within lands owned by SSA 6 Owner), and which are required to be maintained in perpetuity as a condition for the development of Brightshore; and

WHEREAS, to induce the SSA 6 Owner to enter into the Maintenance Agreement, the CDD agreed to delegate its rights and responsibilities with respect to such off-site mitigation, maintenance and monitoring to CSS, so that CSS may serve as a 'centralized' entity for purposes of managing and overseeing the Maintenance Work (which benefits Brightshore) as well as other mitigation work within the lands owned by SSA 6 Owner; and

WHEREAS, it is acknowledged that at least one of the permits issued for the development of the Property requires that a centralized maintenance entity (such as CSS) be used for the off-site Maintenance Work.

NOW, THEREFORE, the CDD, CSS and Landowner declare that the Property is and shall be owned, improved, held, conveyed, mortgaged, transferred and occupied subject to the terms, easements, conditions, covenants, restrictions and provisions of this Declaration.

ARTICLE 1
DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

Section 1.1 **Additional Property**. The lands and/or real property (excluding the Property), which hereafter may be made subject to this Declaration by annexation.

Section 1.2 **Administrative Fee**. Shall be as defined in the Maintenance Agreement (which fee is paid to CSS).

Section 1.3 **Association**. Brightshore Master Property Owner's Association, Inc., a Florida not for profit corporation, its successors and assigns.

Section 1.4 **Brightshore CDD Account**. Shall mean and refer to an account to be held and managed by CDD and into which the CDD's portion of each Transfer Fee shall be deposited for the purpose of providing the CDD with funds to pay Operating and Maintenance Costs and Administrative Fees incurred by or on behalf of the CDD pursuant to the Maintenance Agreement, with any excess funds being deposited into the Endowment Accounts.

Section 1.5 **Brightshore/SSA Endowment Account**. Shall mean and refer to an account to be held by CDD (or its designee, which may be a governmental or quasi-governmental agency) and into which a portion of the excess funds in the Brightshore CDD Account will, from time to time be deposited until such account becomes Non-Wasting, and from which account funds shall thereafter be withdrawn from time to time to pay for the Operating and Maintenance Costs (and Administrative Fees) related to County-Required Maintenance.

Section 1.6 **Brightshore Panther Endowment Account**. Shall mean and refer to an account to be initially held by CDD (and/or its designee which may be a governmental or quasi-governmental agency) or maintained by Landowner and/or CSS into which a portion of the excess funds in the Brightshore CDD Account will, from time to time be deposited with the Fish and Wildlife Foundation of Florida, Inc., a Florida not-for-profit corporation, until such account becomes Non-Wasting, and from which account funds shall thereafter be withdrawn from time to time to pay for all (or substantially all) of the Operating and Maintenance Costs (and Administrative Fees) related to the Panther Mitigation Area.

Section 1.7 **Brightshore Wetland Endowment Account**. Shall mean and refer to an account to be held by CDD (or its designee which may be a governmental or quasi-governmental agency) and into which a portion of the excess funds in the Brightshore CDD Account will, from time to time, be deposited until such account becomes Non-Wasting, and from which account funds shall thereafter be withdrawn from time to time to pay for all (or substantially all) of the Operating and Maintenance Costs (and Administrative Fees) related to the Wetland Mitigation Area.

Section 1.8 **Builder**. Shall mean and refer to an entity that acquires title to vacant land within Brightshore for the purpose of constructing a residential or commercial building thereon for sale to an end-user, as well as any entity with which such Builder contracts to serve in a "land-bank" relationship (a "**Land Bank**"). The parties expressly acknowledge and agree that neither the transfer of vacant land to a Land

Bank, nor the transfer of platted lots from a Land Bank to a Builder, shall be subject to the Environmental Transfer Fee.

Section 1.9 **CDD**. The Brightshore Community Development District, a community development district created pursuant to Chapter 190 of the Florida Statutes.

Section 1.10 **Change in CPI**. shall be calculated as follows: If the Consumer Price Index (defined as the Consumer Price Index for the United States Average for all Items for Urban Wage Earners and Clerical Workers issued by the Bureau of Labor Statistics of the United States Department of Labor, or its equivalent if such Consumer Price Index is discontinued) for the month of August of the applicable year ("**Anniversary Price Index**") is different from the same Consumer Price Index for September 2025 ("**Base Price Index**"), then all calculations set forth in this Agreement which are subject to adjustments in accordance with the Consumer Price Index, shall be adjusted by multiplying by a factor equal to the Anniversary Price Index for the year in which such calculation is made divided by the Base Price Index, and such adjustment shall be deemed effective as of September 22nd of the year in which each annual adjustment is made. It is agreed that the "Base Price Index" is: 318.139, provided that there is no adjustment to the Base Year by the Bureau of Labor Statistics of the United States Department of Labor.

Section 1.11 **Collier Stewardship Services or CSS**. Collier Stewardship Services, Inc., a Florida not-for-profit corporation whose primary purpose will be to engage in and otherwise provide administrative management and support for land management, conservation and restoration of lands within eastern Collier County including, *without limitation*, lands that are required to be restored and conserved as a condition of Collier County (and other governmental agencies) approving the development of Brightshore; the specific management and administrative services provided by CSS and related to the activities contemplated by this Covenant are described more particularly in the Maintenance Agreement.

Section 1.12 **District**. The South Florida Water Management District.

Section 1.13 **Endowment Account or Endowment Accounts**. Shall mean and refer (individually or collectively, as the context permits) to the Brightshore Panther Endowment Account, the Brightshore Wetland Endowment Account and the Brightshore/SSA Endowment Account.

Section 1.14 **Environmental Transfer Fee**. With respect to a residential Lot, shall initially be in the amount of $1,300.00, and, with respect to a platted tract of commercial property (including property improved with residential apartments), shall be the product of $5,200 x the gross land area of such commercial tract, rounded up to the nearest one-tenth (1/10th) of an acre; and until the Endowment Accounts have become Non-Wasting, the Environmental Transfer Fee shall be subject to increase or decrease, but may not be increased more than one (1) time in any five (5) year period, with the first increase occurring (if at all) no earlier than the fifth (5th) anniversary of the date that this Declaration is initially recorded. Once the Endowment Accounts have achieved Non-Wasting status the Environmental Transfer Fee will be reduced (and also subject to re-increase), subject to the terms and conditions set forth more particularly in Section 2.12, below.

Section 1.15 **Lot**. Each portion of the Property which may be independently owned and conveyed by a Person and zoned and/or platted for development, use and/or occupancy as a detached Residential Dwelling Unit or used for commercial use, regardless of whether the Lot is improved or unimproved. No Lot shall include any portion of the Common Area or any other portion of the Property owned by or dedicated to the Association, Collier County and/or the CDD.

Section 1.16 **Operating and Maintenance Costs**. Shall be as defined in the Maintenance Agreement.

Section 1.17 **Mortgage**. A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot and held by an Institutional Lender. The term "**Mortgagee**" shall mean and refer to a beneficiary or holder of a Mortgage. The term "**Institutional Lender**" shall mean and refer to any bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, a credit union, real estate or realty investment trust, any agency of the United States government, the Federal Investment Mortgage Association, the Federal Home Loan Mortgage Corporation, or similar governmental or quasi-governmental agencies.

Section 1.18 **Non-Wasting**. shall mean, with respect to the applicable Endowment Account, that the amount of funds in such account has increased (through deposits into such account plus appreciation) sufficiently to thereafter provide (via investment income generated by such account) an income stream sufficient to thereafter pay for that portion of the Operating and Maintenance Costs for which such endowment account was established (without invading principal). The CDD, in its sole discretion but with the advice of CSS and in consultation with the applicable governmental agencies, shall determine when an applicable endowment account has achieved Non-Wasting status.

Section 1.19 **Owner**. Shall mean and refer to any person or entity (other than a Builder) that purchases a Lot or any other portion of the Property that is intended to be developed and used for residential or commercial purposes.

Section 1.20 **Property** or **Brightshore**. The real property more particularly described on the attached Exhibit "A", together with such Additional Property as may hereafter from time to time be made subject to this Declaration by annexation pursuant to Article 2 of this Declaration.

Section 1.21 **Residential Dwelling Unit**. A single family home located on a Lot.

Section 1.22 **The Marinelli Fund**. Means the donor-advised fund established by the founders thereof with the Collier Community Foundation, Inc., a Florida not-for-profit corporation (the "Foundation") pursuant to that certain Agreement to Establish a Donor Advised Fund dated on or about November 17, 2025 and entered into between the Foundation (as the custodian and administrator of such Fund) and Peninsula Improvement Corporation and Collier Land Holdings, Ltd. (as the founders of such donor advised fund).

Capitalized terms not otherwise defined herein shall have the meaning set forth in the Maintenance Agreement.

ARTICLE 2
PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS AND DELETIONS; INITIAL FUNDING; COVENANTS FOR PAYMENT OF ENVIRONMENTAL TRANSFER FEES

Section 2.1 **The Property**. The Property is and shall be owned, improved, held, conveyed, mortgaged, transferred and occupied subject to this Declaration.

Section 2.2 **Addition and Withdrawal of Property**. The CDD reserves and shall have the right in its absolute and sole discretion, but not the obligation, to bring within the scope of this Declaration, as Additional Property, any other real property desired by CDD to be annexed, or to remove any portion of the property, so long as such annexation or removal occurs within twenty (20) years after the date on which this declaration is recorded in the public records of the County. Additions authorized pursuant to this Article 2 shall be made, if at all, by CDD recording a supplemental declaration in the public records of the county

extending the scope and effect of this declaration to the Additional Property (or describing the removed property). Annexation of Additional Property may be accomplished by the CDD without the consent of any party other than the fee simple owner of the additional property and removal of any portion of the property may be accomplished solely by CDD.

Section 2.3 **Obligation to Pay Environmental Transfer Fee**. At the closing of the purchase of each Lot by an Owner (other than a Builder), including all subsequent purchasers of each Lot at such time as such Lot is sold and re-sold, the purchasing Owner shall pay to the CDD and to The Marinelli Fund their respective portion of the Environmental Transfer Fee then in effect (and such payments shall be paid and delivered in accordance with Section 2.7, below).

Section 2.4 **Lien and Personal Obligation**. All Environmental Transfer Fees, together with such interest and late charges as shall be imposed by the CDD, and the cost of collection thereof, shall be a charge and continuing lien upon the Lot against which such Environmental Transfer Fee is made from and after the date on which such Environmental Transfer Fee is due. Each Environmental Transfer Fee, together with said interest, late charges, and costs of collection (including legal fees), shall also be the personal obligation of each Person who was an Owner of the Lot at the time the Environmental Transfer Fee became due and payable. In the case a Lot is owned by more than one (1) Person, all such Owners shall be jointly and severally liable for the entire amount of the Environmental Transfer Fee.

Section 2.5 **Claim of Lien for Nonpayment; Enforcement**. If any Environmental Transfer Fee is not paid when due, then such Environmental Transfer Fee shall be delinquent and the delinquent Environmental Transfer Fee, together with all Enforcement Costs, shall be secured by a continuing lien on the Lot as to which the Environmental Transfer Fee accrued. The lien shall be prior to all other liens hereinafter created except taxes or Environmental Transfer Fee levied by governmental authority, and except as to the lien of any first Mortgage on the Lot. The lien shall be prior to and superior in dignity to homestead status. The lien shall continue in effect following transfer of title to the relevant Lot to each subsequent Owner until all amounts secured by the lien have been paid. If any Environmental Transfer Fee or installment of any Environmental Transfer Fee is not paid within thirty (30) days after the date when due, the delinquent amount shall bear interest at the highest lawful rate permitted in Florida from the date when first due until fully paid. The CDD may record a claim of lien for delinquent Environmental Transfer Fee in the Public Records of the County and foreclose the lien in the same manner as a mortgage. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid Environmental Transfer Fee, interest, late charges, collection costs thereafter until satisfied of record.

Section 2.6 **Exempt Property**. The following property shall be exempt from all Environmental Transfer Fee and liens created herein: lands dedicated to and/or owned by the Association, the CDD, Collier County, or another governmental authority.

Section 2.7 **Holding and Use/Disbursement of Environmental Transfer Fee Funds**. Subject to the terms of the Maintenance Agreement (and the Administrative Fee due under Section 2.8, below), Environmental Transfer Fees shall be paid and delivered as follows:

(a) Two Hundred Dollars ($200.00) shall be made payable to *The Marinelli Fund* and delivered to The Marinelli Fund (as required by one or more Permits) at the following address:

The Marinelli Fund
c/o the Collier Community Foundation, Inc.
1110 Pine Ridge Rd., #300
Naples, Florida 34108

(b) the remaining portion of the Environmental Transfer Fee shall be made payable to *Brightshore Community Development District* and delivered to the CDD at the following address:

Brightshore Community Development District
c/o Collier Stewardship Services, Inc.
2600 Golden Gate Parkway
Naples, Florida 34105

the portion of the Environmental Transfer Fee delivered to the CDD (c/o CSS) shall be deposited into the Brightshore CDD Account, and the CDD shall be authorized to withdraw funds from such account from time to time, to pay for Operating and Maintenance Costs (including Administrative Fees). In addition, from time to time the CDD may determine (in its sole discretion but based upon the advice of CSS) that there is a significant surplus in the Brightshore CDD Account (as a result of the amount of Transfer Fees collected hereunder during a given time period substantially exceeding the actual Operating and Maintenance Costs and Administrative Fees incurred or otherwise due hereunder or reasonably anticipated to be incurred over the next 12-month period). In such event, the CDD shall be authorized to deliver or otherwise deposit such surplus funds to one or more of the Endowment Accounts in such amounts as determined by the CDD in the CDD's sole discretion but based upon the advice of CSS.

Section 2.8 **Administrative Fee**. Pursuant to the terms of the Maintenance Agreement, CSS shall be entitled to receive an administrative fee from the CDD in the initial amount of $3,000.00 per month (the "**Administrative Fee**"), to cover the Administrative Costs incurred by CSS as described more particularly in the Maintenance Agreement. The Administrative Fee shall increase by two percent (2%) annually. For the avoidance of doubt, the Administrative Fee only compensates CSS for Administrative Costs, and CSS shall be entitled to receive additional compensation under the Maintenance Agreement for any additional services that CSS may provide that are in addition to the services included in Administrative Costs.

Section 2.9 **Funds Held in Endowment Accounts**. Although the intention is for the balance in each of the Endowment Accounts to increase over time (until such accounts become Non-Wasting), it is acknowledged and hereby disclosed that CDD may (if permitted by the applicable governmental agency) withdraw Brightshore Funds from any Endowment Account from time to time to pay for outstanding Operating and Maintenance Costs (including Administrative Fees) as such costs are incurred by or on behalf of the CDD and to the extent that there are insufficient funds (in each instance, a "**Revenue Deficiency**") in the Brightshore CDD Account to pay for such costs. If, for any reason, the CDD does not cover a Revenue Deficiency by withdrawing funds from one or more Endowment Accounts, then the CDD will necessarily have to obtain such funds from its general operating account and/or levy a special assessment to cover such Revenue Deficiency.

Section 2.10 **Estoppel Certificate**. By no later than fifteen (15) days after receipt of written request, the CDD shall furnish to any property owner within Brightshore an estoppel certificate setting forth whether all required Environmental Transfer Fees have been paid with respect to such owner's Lot (and, with respect to the pending sale of any Lot, the amount of Environmental Transfer Fee then in effect and due upon the closing of such sale). Such certificate shall be conclusive evidence of the payment to CDD of any Environmental Transfer Fee therein stated to have been paid. The CDD may charge a fee of $250.00 for the issuance of each estoppel certificate (and such estoppel fee shall increase by fifteen percent (15%) every five years, with the first increase occurring on 1/1/2032), and subsequent increases occurring every five (5) years thereafter.

Section 2.11 **Subordination**. The lien for Environmental Transfer Fees provided for in this Declaration shall be subordinate to the lien of any first Mortgage. However, such subordination shall apply

only to the Environmental Transfer Fees which have become due and payable prior to a sale, conveyance or transfer of a Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve that Lot from liability for any Environmental Transfer Fees thereafter becoming due, nor from the lien of any such subsequent Environmental Transfer Fees. Any Mortgagee or other acquirer who obtains title to a Lot through foreclosure of a first Mortgage, or by voluntary conveyance or any other transfer in lieu of such foreclosure, shall not be liable for the uncollected Environmental Transfer Fees or interest, late charges or collection costs pertaining to such Lot, or due from the former Owner thereof, which became due prior to the acquisition of title by said Mortgagee or other acquirer. Any Mortgagee or other acquirer who obtains title to a Lot through foreclosure of a first Mortgage, or by voluntary conveyance or any other transfer in lieu of such foreclosure, shall be liable for any and all Environmental Transfer Fees that come due while that Mortgagee or other acquirer holds title to that Lot.

Section 2.12 **Increases due to Change in CPI; Reduction in amount of Transfer Fee; Right to Subsequently Increase**. Collier Stewardship Services and the CDD will review the balances of the Endowment Accounts annually (as well as the actual amount of Operating and Maintenance Costs then being incurred and the anticipated increases in such costs over time), and at such time as the CDD (based upon the advice of CSS) determines that the Endowment Accounts have reached Non-Wasting status, the CDD will reduce the amount of the Environmental Transfer Fees thereafter collected to an amount that the CDD determines will cover the annual Administrative Costs plus reasonable reserves/contingencies. However, any reduction in the amount of the Transfer Fee collected hereunder shall be subject to the right of the CDD to thereafter increase the Transfer Fee (subject to the Maximum Fee, as hereafter defined) if, for any reason, the CDD (with the advice of CSS) determines that one or more of the Endowment Accounts is no longer a Non-Wasting account. The CDD's right (and obligation) to decrease and increase the Transfer Fee pursuant to this Section 2.12 shall be an on-going right and may be exercised an unlimited number of times; provided, however, that the Environmental Transfer Fees may not be increased more frequently than 1 time in any 5 year period. If the CDD determines that the Environmental Transfer Fees should be decreased or increased pursuant to this Section 2.12, then CSS shall evidence and effectuate the same by recording a notice (in each instance a "**Notice of Transfer Fee Adjustment**") in the Collier County Public Records (which notice need only be executed by the CDD and CSS). A Notice of Transfer Fee Adjustment shall also be prepared and recorded if the CDD increases the Environmental Transfer Fees due to a Change in CPI. Each Notice of Transfer Fee Adjustment shall (a) specifically reference this Section 2.12 of this Covenant, (b) state the new amount of the Environmental Transfer Fee, and (c) state the date upon which the adjusted Environmental Transfer Fee shall become effective (which date shall be no sooner than ninety (90) days after the date such Notice of Transfer Fee Adjustment is recorded in the public records). For the avoidance of doubt, as to any pending sale of any property that is subject to this Covenant, if such sale closes (as evidenced by the recording of the deed effectuating such sale) after the Notice of Transfer Fee Adjustment is recorded but prior to the actual effective date of the Transfer Fee adjustment (as specified in the applicable notice), then the amount of Transfer Fee in effect prior to the recording of such deed shall apply (and not the adjusted amount of the Transfer Fee as reflected in the applicable notice). Finally, once the CDD reduces the amount of the Transfer Fee pursuant to this Section 2.12, then at all times thereafter that the CDD may elect to increase the amount of the Transfer Fee, under no circumstances shall the increased Transfer Fee ever exceed the highest Transfer Fee previously in effect (as a result of a Change in CPI) (the "**Maximum Fee**"). If the Maximum Fee is ever in effect, and if the existence of a Maximum Fee results in a Revenue Deficiency (as described more particularly in the Maintenance Agreement) then the CDD may have to increase the CDD's annual operating and maintenance assessments and/or levy a special assessment against all owners in Brightshore to address the Revenue Deficiency.

Section 2.13 **Notice of Address Change**. Any notice, demand, or other written request (including a request for an estoppel certificate) made to The Marinelli Fund or the CDD shall be sent to the respective address for such party set forth in Section 2.7 above. Either The Marinelli Fund or the CDD may

change its respective address by preparing and recording a "Notice of Address Change" referencing this Section in the Public Records of the County, and, promptly following such recording, delivering a copy of the recorded Notice of Address Change to the other party hereto.

ARTICLE 3
AMENDMENT

Except with respect to the Transfer Fee and restrictions on increases thereto as set forth in Section 2.12, above, until control of the Association has been turned over to Owners other than Builders ("**Turnover**"), CSS, with the consent and joinder of the CDD, specifically reserves for itself, its successors and assigns, the absolute and unconditional right to alter, modify, change, revoke, rescind, amend, and/or cancel any part of all of this Declaration or the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration. No approval or joinder in any such alteration, modification, change, revocation, rescission, amendment and/or cancellation from either the Association or any Owner will be required. No modification, change, alteration, revision, and/or amendment required by any governmental agency will be deemed to materially or adversely affect Owners or any other interested party. After Turnover, this Declaration may only be amended with the written consent of the CDD, CSS, plus the written consent of (a) not less than 70% of the owners of the total residential Lots in Brightshore, AND (b) owners of not less than 70% of the gross commercial land within Brightshore. For the avoidance of doubt, a Notice of Transfer Fee Adjustment shall not be deemed an amendment to this Covenant and shall not require the vote or approval of anyone other than CSS.

ARTICLE 4
DURATION AND TERMINATION

This Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the CDD and CSS and their respective legal representatives, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the Public Records of the County. Upon the expiration of the initial thirty (30) year period, this Declaration shall be automatically renewed and extended for successive periods of ten (10) years. The number of ten-year renewal periods shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period. However, there shall be no renewal or extension of this Declaration if during the first six (6) months of the last year of the term then in effect, (1) CSS, (2) the then record owners of at least seventy percent (70%) of the residential Lots in Brightshore, and (3) the then record owners of commercial Lots within Brightshore representing at least seventy percent (70%) of the total gross acreage of all commercial Lots within Brightshore, and (4) the District all consent, (in each instance by written instrument executed with the formalities of a deed) to terminate this Declaration at the end of its then-current term.

ARTICLE 5
GENERAL PROVISIONS

Section 5.1 **Severability**. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5.2 **Effective Date**. This Declaration shall become effective upon its recordation in the Public Records of the County.

Section 5.3 **Enforcement; Interest**. Landowner shall have the right (but not the obligation) to enforce this Covenant until Landowner no longer owns any portion of Brightshore. The CDD shall have the perpetual right and obligation to enforce the terms and conditions of this Covenant, which shall be construed under Florida law. The prevailing party in any legal proceeding to enforce any of the terms or conditions hereof shall be entitled to recover legal fees and costs from the non-prevailing party. Any Environmental Transfer Fees not paid when due hereunder shall bear interest at the highest rate permitted under applicable law (from the original due date through the date of actual receipt by the applicable payee).

Section 5.4 **Constructive Notice and Acceptance; Covenant Running with the Land**. Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Lot, shall be conclusively deemed to have consented and agreed to every limitation, restriction, rule, regulation, provision, easement, reservation, condition, lien and covenant contained in this Declaration, whether or not any reference to this Declaration is contained in the deed or any other instrument by which such person or entity acquired an interest in such Lot. The terms, easements, conditions, covenants, restrictions and provisions of this Declaration shall run with the Property, shall be binding upon all Persons (as defined below) and parties having and/or acquiring any right, title and/or interest in the Property or any portion of the Property, and shall inure to the benefit of each and every Person and/or entity, from time to time, owning or holding an interest in the Property or any portion of the Property.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

Signed in the presence of these witnesses:

_____
Witness

Print Name:_____
Address:_____
_____
_____

_____
Witness

Print Name:_____
Address:_____
_____
_____

COLLIER STEWARDSHIP SERVICES, INC.,
a Florida not-for-profit corporation

By:_____
Print Name:_____
Title:_____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me ___ in person or ___ by online notary on this _____ day of _____, 2026, by _____ as _____ of Collier Stewardship Services, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is [_] personally known to me or [_] who produced _____ as identification.

_____
Notary Public
Print Name: _____
My Commission Expires:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special purpose government established pursuant to Fla. Stat. Ch. 190, located in Collier County, FL

_____
Witness #1

_____
Printed Name of Witness #1
Address:_____
_____
_____

By: _____
Nick Casalanguida, Chairperson of the Board of Supervisors

_____
Witness #2

ATTESTATION OF DISTRICT MANAGER:

_____

By:_____
_____, District Manager

Printed Name of Witness #2
Address:_____
_____
_____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing was acknowledged before me ___ in person or ___ by online notary this _____ day of _____, 2026, by Nick Casalanguida as Chairperson of the Board of Supervisors of Brightshore Community Development District, a local unit of special purpose government established pursuant to Fla. Stat. Ch. 190, located in Collier County, FL, who is signing on behalf of the District and (__) who is personally known to me or (__) who produced a driver's license as identification.

(Notary Seal)

_____
Notary Public
Printed Name:_____
My Commission Expires:_____

Signed in the presence of these witnesses:
(as to each)

HOGAN FARMS, LLC, a Florida limited liability company

By: Barron Collier Corporation,
a Florida corporation
Its: Manager

_____
Witness
Print Name:_____
Address:_____
_____

By:_____
Jeff Sonalia, Vice President

By:_____
Brian Goguen, Vice President

_____
Witness:
Print Name: _____
Address:_____
_____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me ___ in person or ___ by online notary on this _____ day of _____, 2026, by Jeff Sonalia and Brian Goguen, each as a Vice President of Barron Collier Corporation, a Florida corporation, Manager of Hogan Farms, LLC, a Florida limited liability company, on behalf of said company. They are [_] personally known to me or [_] who produced _____ as identification.

_____
Notary Public
Print Name: _____
My Commission Expires:

Exhibit "A"

The Property (all of Brightshore)

ALL OF BRIGHTSHORE VILLAGE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 78, PAGES 1 THROUGH 24 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

Brightshore
Community Development District

Budgetary Matters

Consideration of Resolution 2026-13,

Rescinding Resolution 2026-09

RESOLUTION 2026-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT RESCINDING RESOLUTION 2026-09 IN ITS ENTIRITY; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Brightshore Community Development District ("District") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and Collier County, Florida, Ordinance No. 2022-50; and

WHEREAS, the District's Board of Supervisors ("Board") previously adopted Resolution 2026-09 on August 10, 2026, which provided for the funding of the Fiscal Year 2027 adopted budget and the collection and enforcement of special assessments in accordance with Chapters 190, *Florida Statutes*; and

WHEREAS, after the adoption of Resolution 2026-09, the District's Board hereby determines special assessments will not be collected for Fiscal Year 2027; and

WHEREAS, based on these determinations, the District desires to rescind Resolution 2026-09 in its entirety.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. Resolution 2026-09 adopted by the Board on August 10, 2026, is hereby rescinded in its entirety.

SECTION 3. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of the other provisions hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFY BLANK]

SECTION 4. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 14th day of September, 2026.

ATTEST:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary / Assistant Secretary

_____
Chair / Vice-Chair, Board of Supervisors

Brightshore
Community Development District

Budgetary Matters

Consideration of the Revised O&M Methodology Pro Rata Share Builders Contributions

MASTER OPERATIONS AND MAINTENANCE ASSESSMENT METHODOLOGY REPORT FOR FISCAL YEAR 2026-2027

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

September 14, 2026

Prepared for

Board of Supervisors
Brightshore Community Development District

Prepared by

PFM Financial Advisors, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817

1.0 Introduction

1.1 Purpose

This report (the "O&M Assessment Methodology" or "Report") for the Brightshore Community Development District (the "District") has been prepared by PFM Financial Advisors, LLC ("PFM" or the "Methodology Consultant") pursuant to an Agreement for Consulting Services dated July 13, 2026 (the "Agreement") between the District and PFM. Under Task 1 of the Agreement, PFM was engaged to assist the District in establishing an appropriate assessment methodology to support the allocation of the District's annual operations and maintenance budget (the "O&M Budget") for Fiscal Year 2026-2027 (October 1, 2026 through September 30, 2027). This Report (1) determines the special and peculiar benefits that flow to the properties within the District as a logical connection from the operation, maintenance, repair and administration of the District's facilities and services funded through the O&M Budget, constituting enhanced use and increased enjoyment of the property; and (2) apportions those special benefits on a basis that is fair and reasonable.

This Report is consistent with and applies to Fiscal Year 2026-2027 the equivalent residential unit ("ERU") allocation methodology previously established for the District and set forth in the Brightshore CDD Master Operations and Maintenance Methodology Report (the "Master O&M Report") adopted by the Board of Supervisors of the District. The non-ad valorem special assessments securing the District's annual O&M Budget (the "O&M Assessments") constitute a lien, co-equal with the liens of State, County, municipal and school board taxes, against the properties within the boundaries of the District that receive the special and peculiar benefits described herein.

PFM prepared this Report so as to conform to the requirements of the Florida Constitution and Chapters 170, 190 and 197, Florida Statutes, applicable to the O&M Assessments, and consistent with PFM's understanding of the case law on this subject.

1.2 Background

The Brightshore community (the "Community") consists of approximately 681.45 acres located in Collier County, Florida (the "County"). The District encompasses the entire approximately 681.45 acres of the Community. The District was formed on December 13, 2022, by Ordinance 2022-50 enacted by the Collier County Board of County Commissioners (the "Ordinance"), which Ordinance became effective December 22, 2022. The landowner of the property constituting the Community is Hogan Farms, LLC (the "Landowner").

The Community is being developed with a mix of residential and non-residential land uses. The current development program for the Community (the "Community Development Program") includes up to 1,489 single-family and townhome/villa residential units of varying homesite sizes, 300 apartment units, 120,000 square feet of commercial/retail use, 20,000 square feet of civic, governmental and institutional use, and 100,000 square feet of indoor self-storage use, as shown in Table 1 below.

Table 1. Brightshore Community Development Program

Product Type	Units	Square Feet
Twin Villas	240	
42' Homesites	396	
52' Homesites	498	
62' Homesites	356	
Apartments	350	
Goods & Services		120,000
Civic Governmental & Institutional		20,000
Indoor Self-Storage		100,000
	1,840	240,000

Source: Brightshore CDD Master Assessment Methodology Report

2.0 Operations and Maintenance Budget

2.1 Annual O&M Budget

The District's Board of Supervisors is responsible for adopting an annual O&M Budget sufficient to fund the operation, maintenance, repair and administration of the District's facilities and services. The Fiscal Year 2026-2027 O&M Budget totals $354,700.00 and is comprised of the General and Administrative, Landscaping, and Lake Maintenance accounts shown in Table 2 below. The General and Administrative account funds District management, administrative, legal, audit, engineering, insurance and other governance-related costs of the District. The Landscaping account funds the maintenance of common area, entry feature, perimeter and right-of-way landscaping within the District. The Lake Maintenance account funds the operation and maintenance of the District's stormwater management lakes and ponds.

Table 2. Fiscal Year 2026-2027 Operations and Maintenance Budget

Operations and Maintenance Account	Total
General and Administrative	$154,700.00
Landscaping	$160,000.00
Lake Maintenance	$40,000.00
Total	$354,700.00

Note: Budget Line Items in Appendix A

Source: Brightshore CDD Preliminary FY 2026-2027 Budget Approved by the Board of Supervisors on May 11, 2026.

3.0 Assessment Methodology

3.1 Requirements of a Valid Assessment Methodology

Valid special assessments under Florida law have two requirements. First, the properties assessed must receive a special and peculiar benefit as a logical connection from the systems, facilities and services being funded. Courts recognize that special benefits flow as a logical connection peculiar to the property in the form of enhanced enjoyment and increased use of the property, which in turn may result in decreased insurance premiums and increased value and marketability. Second, the assessments must be fairly and reasonably apportioned in relation to the benefit received by the various properties being assessed.

If these two tests for lienability are determined in a manner that is informed and non-arbitrary by the Board of Supervisors of the District, as a legislative determination, then the O&M Assessments may be levied, imposed and collected as co-equal first liens on the property. Florida courts have found that it is not necessary to calculate benefit with mathematical precision at the time of imposition and levy so long as the levying and imposition process is not arbitrary, capricious, or unfair.

3.2 Equivalent Residential Unit (ERU) Methodology

Consistent with the Master O&M Report, the special benefits of the District's O&M Budget are apportioned among the various product types within the Community using an Equivalent Residential Unit (“ERU”) methodology. The base equivalent unit is 2,200 square feet, which is the average square footage of a home built on a 52' homesite; the 52' Homesite product type therefore serves as the base ERU factor of 1.00. The ERU factor for each product type is calculated by dividing the average square footage of that product type by the 2,200 square-foot base. For the Commercial, Civic Governmental & Institutional, and Indoor Self-Storage product types, this calculation is performed on a per-square-foot basis (i.e., 1.00 square foot divided by the 2,200 square-foot base), yielding an ERU factor of approximately 0.000455 per square foot (shown rounded to 0.0005 in Table 3). Multiplying each product type's ERU factor by its total units (or total square footage, for non-residential uses) yields the Total ERUs and the percent total of ERUs for each product type, as shown in Table 3 on the next page.

Table 3. Brightshore CDD ERU Factor Calculations

Product Type	Units / Sq. Ft.	Average Sq. Ft./Unit*	ERU FACTOR	Total ERUs	% ERUs
Townhomes & Villas	380	1,800	0.82	310.91	19.37%
36' Homesites	78	1,800	0.82	63.82	3.98%
42' Homesites	224	2,000	0.91	203.64	12.69%
52' Homesites	551	2,200	1.00	551.00	34.34%
62' Homesites	256	2,400	1.09	279.27	17.40%
Apartments	300	638	0.29	87.00	5.42%
Commercial	120,000	1.00	0.0005	54.55	3.40%
Civic Governmental & Institutional	20,000	1.00	0.0005	9.09	0.57%
Indoor Self-Storage	100,000	1.00	0.0005	45.45	2.83%
Totals				1,604.73	100.00%

* 52' Homesite serves as the base equivalent of 1.00.

4.0 Allocation of the O&M Budget to Product Types

The Fiscal Year 2026-2027 O&M Budget of $354,700.00 is allocated to each product type in direct proportion to its percentage share of the District's Total ERUs shown in Table 3. Dividing the O&M Benefit Allocation for each product type by its respective number of units (or square feet, for non-residential uses) produces the Allocation Per Unit / Square Foot shown in Table 4 below. On this basis, $311,357.15 of the O&M Budget (87.78%) is allocated to the District's residential product types, and $43,342.85 (12.22%) is allocated to the District's commercial, civic/governmental and indoor self-storage product types.

Table 4. Brightshore CDD O&M Benefit Allocation by Product Type

Product Type	Units / Sq. Ft.	Total ERUs	% ERUs	O&M Benefit Allocation	Allocation Per Unit/Square	Total Allocation
Townhomes & Villas	380	310.91	19.37%	$68,721.62	$180.85	
36' Homesites	78	63.82	3.98%	$14,106.02	$180.85	
42' Homesites	224	203.64	12.69%	$45,010.65	$200.94	
52' Homesites	551	551.00	34.34%	$121,789.98	$221.03	
62' Homesites	256	279.27	17.40%	$61,728.89	$241.13	$311,357.15
Apartments	300	87.00	5.42%	$19,230.00	$64.10	
Commercial	120,000	54.55	3.40%	$12,056.42	$0.10	
Civic Governmental & Institutional	20,000	9.09	0.57%	$2,009.40	$0.10	
Indoor Self-Storage	100,000	45.45	2.83%	$10,047.02	$0.10	$43,342.85
Totals		1,604.73	100.00%	$354,700.00		$354,700.00

Source: Methodology Consultant

5.0 Allocation to Builder Tracts

The residential property within the District is being developed in preparation for selling parcels to builders, who in turn sell homesites to end users. Four builder tracts have been established within the Community: Taylor Morrison (Tract FD-5), Christopher Alan Homes (Tract FD-6), Toll Brothers (Tract FD-7), and Pulte Homes (Tract FD-8). The 1,489 residential units (Townhomes & Villas and 36', 42', 52' and 62' Homesites) representing 1,408.64 Total ERUs are allocated among these four builder tracts based on each builder's respective product mix, as shown in Table 5 below.

Table 5. ERU Allocation by Builder Tract

			Taylor Morrison	Christopher Alan Homes	Toll Brothers	Pulte Homes	
Product Type	**Total Units**	**ERU Factor**	Tract FD-5	Tract FD-6	Tract FD-7	Tract FD-8	**Total ERUs**
Townhomes & Villas	380	0.82	240			140	310.91
36' Homesites	78	0.82			78		63.82
42' Homesites	224	0.91		56	71	97	203.64
52' Homesites	551	1.00		185	170	196	551.00
62' Homesites	256	1.09			89	167	279.27
Total Units and ERUs	**1,489**		**196.36**	**235.91**	**395.45**	**580.91**	**1,408.64**
% of CIP Allocation			13.94%	16.75%	28.07%	41.24%	100.00%

Source: Methodology Consultant

Applying each builder's percentage share of Total ERUs to the $311,357.15 Total Residential O&M allocation determined in Table 4 produces the O&M Allocation by Homebuilder shown in Table 6 below.

Table 6. O&M Allocation by Homebuilder

Builder	Total ERUs by Homebuilder (Table 5)	Percent ERUs by Homebuilder	O&M Allocation by Homebuilder
Taylor Morrison	196.36	13.94%	$43,403.13
Christopher Alan Home	235.91	16.75%	52,144.03
Toll Brothers	395.45	28.07%	87,409.08
Pulte Homes	580.91	41.24%	128,400.92
	1,408.64	100.00%	$311,357.15

Source: Methodology Consultant

6.0 Quarterly Budget Allocation

Table 7 below distributes the Fiscal Year 2026-2027 O&M Budget by quarter and by responsible party. The $311,357.15 residential allocation from Table 6 is shown by builder, and the $43,342.85 allocation attributable to the Apartments, Commercial, Civic Governmental & Institutional, and Indoor Self-Storage product types is shown under "Landowner," reflecting that those parcels remain in the ownership of the Landowner as of the date of this Report.

Table 7. Fiscal Year 2026-2027 O&M Budget by Quarter

			Budget by Quarter				
			First Quarter	Second Quarter	Third Quarter	4th Quarter	Total
Builder	Total O&M Allocation (Table 6)	Percent Allocation	$88,675.00	$88,675.00	$88,675.00	$88,675.00	$354,700.00
Taylor Morrison	$43,403.13	12.24%	$10,850.78	$10,850.78	$10,850.78	$10,850.78	$43,403.13
Christopher Alan Homes	$52,144.03	14.70%	$13,036.01	$13,036.01	$13,036.01	$13,036.01	$52,144.03
Toll Brothers	$87,409.08	24.64%	$21,852.27	$21,852.27	$21,852.27	$21,852.27	$87,409.08
Pulte Homes	$128,400.92	36.20%	$32,100.23	$32,100.23	$32,100.23	$32,100.23	$128,400.92
Landowner	$43,342.85	12.22%	$10,835.71	$10,835.71	$10,835.71	$10,835.71	$43,342.85
	$354,700.00	100.00%	$88,675.00	$88,675.00	$88,675.00	$88,675.00	$354,700.00

Source: Methodology Consultant

7.0 Special and Peculiar Benefit to the Property

The operation, maintenance and administration of the District's facilities and services create both special benefits and general benefits. The general benefits to the public at large, however, are incidental in nature and are readily distinguishable from the special and peculiar benefits which flow as a logical connection from the District's O&M activities to property within the District. Absent the ongoing operation and maintenance of the District's stormwater management system, landscaping and other common facilities, and the administration of the District itself, the enjoyment and use of property within the District, and the ability of that property to be developed and used for residential and other purposes, would be diminished.

While the general public and property owners outside the District may benefit incidentally from the District's O&M activities, those benefits are incidental to the special and peculiar benefits derived by property within the District, which is directly and continuously dependent upon the District's O&M activities for the enjoyment, use, and maintenance of value of such property. This fact distinguishes the special and peculiar benefits which lands within the District receive as compared to properties lying outside of the District's boundaries.

8.0 Reasonable and Fair Apportionment of the Duty to Pay

The special and peculiar benefits of the District's O&M Budget have been apportioned among the District's product types, builder tracts, and the Landowner on the ERU basis described in Sections 3.0 through 6.0 of this Report. The duty to pay the O&M Assessments described herein is fairly and reasonably apportioned because the special and peculiar benefits to the property flowing from the District's operation, maintenance and administrative activities, including enhanced enjoyment and increased use which may result in increased value and marketability and decreased insurance premiums, have been apportioned to each property according to reasonable estimates of the benefit conferred by those activities for the reasons set forth in this Report.

Accordingly, no property within the District will be assessed for the payment of any O&M Assessment in an amount greater than the special benefit peculiar to that property having a nexus to the value of the property or the use and enjoyment thereof.

Note that while an amenity facility will be located within District boundaries, it will not be assessed as it will be owned by the Brightshore Master Property Owners Association ("BMPOA"), and the District does not assess common elements of the BMPOA, which is consistent with Florida law.

9.0 Annual Review and Adjustment of the O&M Assessments

The ERU-based methodology set forth in this Report is intended to apply for Fiscal Year 2026-2027 and shall be reviewed and, if necessary, adjusted on an annual basis in conjunction with the District's annual budget adoption process under Section 190.021, Florida Statutes. As the Community Development Program is platted and units are sold to end users, and as the District's actual annual O&M Budget is proposed and adopted by the Board of Supervisors each year, the allocations shown in Tables 4 through 7 of this Report will be re-run using then-current unit counts, product mix, and the adopted O&M Budget for the applicable fiscal year, so that no parcel bears an O&M Assessment disproportionate to the special and peculiar benefit it receives.

10.0 Covenant to Pay

All O&M Assessments levied by the District are a lien on, and run with, the land. The owner of record at the time the annual assessment roll is certified will have the responsibility to make the annual O&M Assessment payments applicable to such owner's property.

11.0 Conclusion

Based upon the analysis set forth in this Report, PFM has determined that the ERU-based allocation of the District's Fiscal Year 2026-2027 O&M Budget among the District's product types, builder tracts and the Landowner, as shown in Tables 1 through 7 of this Report, results in an assessment methodology that is fair, reasonable, and consistent with the requirements of Florida law and the Master O&M Report previously adopted by the Board of Supervisors of the District. PFM recommends that the Board of Supervisors adopt this Report as the assessment methodology for the District's Fiscal Year 2026-2027 O&M Assessments.

APPENDIX A

Brightshore CDD
FY 2027 Proposed O&M Budget

	Actual to 04/30/2026	Anticipated May 2026 to September 2026	Anticipated FY 2026 Total	FY 2026 Adopted Budget	FY 2027 Proposed Budget
Revenues					
Developer Contributions	$ 75,737.50	$ 65,768.23	$ 141,505.73	$ 151,475.00	$ 354,700.00
Net Revenues	**$ 75,737.50**	**$ 65,768.23**	**$ 141,505.73**	**$ 151,475.00**	**$ 354,700.00**
General & Administrative Expenses					
Public Officials' Liability Insurance	3,032.00	-	3,032.00	3,500.00	3,650.00
Trustee Services	-	-	-	-	5,000.00
Management	25,250.00	22,000.00	47,250.00	42,000.00	48,000.00
Engineering	6,320.00	13,680.00	20,000.00	20,000.00	20,000.00
Disclosure	-	-	-	-	1,000.00
Property Appraiser Fee	-	-	-	-	1,500.00
District Counsel	12,428.30	27,571.70	40,000.00	40,000.00	40,000.00
Assessment Administration	-	7,708.33	7,708.33	18,500.00	18,500.00
Professional Services Accounting	2,800.00	400.00	3,200.00	6,000.00	-
Reamortization Schedule	-	-	-	-	250.00
Audit	-	7,000.00	7,000.00	7,000.00	7,000.00
Arbitrage Calculation	-	-	-	-	500.00
Tax Preparation	-	-	-	-	25.00
Travel and Per Diem	-	-	-	-	1,500.00
Postage & Shipping	-	-	-	-	100.00
Legal Advertising	1,384.69	6,115.31	7,500.00	7,500.00	500.00
Miscellaneous	690.00	230.00	920.00	1,200.00	500.00
Office Supplies	232.06	208.33	440.39	500.00	500.00
Web Site Maintenance	1,800.00	-	1,800.00	1,800.00	3,000.00
Dues, Licenses, and Fees	175.00	-	175.00	175.00	175.00
General Insurance	2,480.00	-	2,480.00	3,300.00	3,000.00
Total General & Administrative Expenses	**$ 56,592.05**	**$ 84,913.68**	**$ 141,505.73**	**$ 151,475.00**	**$ 154,700.00**
Field Operations Expenses					
Field Operations Management Staff	$ -	$ -	$ -	$ -	$ -
Landscaping & Field Maintenance	-	-	-	-	160,000.00
Landscape Replacement	-	-	-	-	-
Landscape Mulching	-	-	-	-	-
Irrigation Repairs	-	-	-	-	-
Electricity	-	-	-	-	-
Water Use Monitoring	-	-	-	-	-
Entry Monuments Maintenance	-	-	-	-	-
Wetland Monitoring	-	-	-	-	-
SFWMD ERP Annual Report	-	-	-	-	-
Lake Testing	-	-	-	-	-
Lake Maintenance	-	-	-	-	40,000.00
Offsite Mitigation Maintenance	-	-	-	-	-
Total Field Operations Expenses	**$ -**	**$ -**	**$ -**	**$ -**	**$ 200,000.00**
Total Expenses	**$ 56,592.05**	**$ 84,913.68**	**$ 141,505.73**	**$ 151,475.00**	**$ 354,700.00**
Income (Loss) from Operations	**$ 19,145.45**	**$ (19,145.45)**	**$ -**	**$ -**	$ -
Other Income (Expense)					
Interest Income	$ -	$ -	$ -	$ -	$ -
Total Other Income (Expense)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Net Income (Loss)	**$ 19,145.45**	**$ (19,145.45)**	**$ -**	**$ -**	$ -

TRACT FD-5

Taylor Morrison

PENINSULA ENGINEERING

LEGAL DESCRIPTION
OF PART OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST,
COLLIER COUNTY, FLORIDA.
(FUTURE BRIGHTSHORE VILLAGE - TRACT "FD-5" - TAYLOR MORRISON PARCEL)

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST , COLLIER COUNTY, FLORIDA;
THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION NORTH 00°33'31" WEST 1,221.65 FEET;
THENCE LEAVING SAID WEST LINE NORTH 89°26'29" EAST 2,060.49 FEET TO THE **POINT OF BEGINNING**;
THENCE 560.54 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 1,351.00 FEET THROUGH CENTRAL ANGLE OF 23°46'21" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 05°26'55" EAST 556.53 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 83°33'45" EAST, A DISTANCE OF 183.56 FEET;
THENCE 150.93 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 270.00 FEET THROUGH A CENTRAL ANGLE OF 32°01'44" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 67°32'53" EAST 148.98 FEET TO A POINT OF COMPOUND CURVE;
THENCE 228.35 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 2,520.00 FEET THROUGH A CENTRAL ANGLE OF 05°11'31" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 48°56'15" EAST 228.27 FEET TO A POINT OF COMPOUND CURVE;
THENCE 86.35 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 82°27'44" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 05°06'38" EAST 79.09 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 92.14 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 175°58'36" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 51°52'04" EAST 59.96 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 85.72 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 81°51'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 81°04'15" EAST 78.61 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 647.72 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 780.00 FEET THROUGH A CENTRAL ANGLE OF 47°34'44" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 81°47'31" EAST 629.27 FEET TO A POINT OF COMPOUND CURVE;
THENCE 208.74 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 262.00 FEET THROUGH A CENTRAL ANGLE OF 45°38'58" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 51°35'38" EAST 203.27 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 81°34'47" EAST, A DISTANCE OF 72.56 FEET;

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Fla Engineer CA 28275 Fla Landscape CA LC26000632 Fla Surveyor/Mapper LB8479

THENCE SOUTH 08°25'13" WEST 396.61 FEET;
THENCE 449.76 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 1,438.00 FEET THROUGH A CENTRAL ANGLE OF 17°55'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 17°22'49" WEST 447.93 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 69°19'36" WEST, A DISTANCE OF 1.24 FEET;
THENCE 184.13 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 458.00 FEET THROUGH A CENTRAL ANGLE OF 23°02'03" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 80°50'38" WEST 182.89 FEET;
THENCE SOUTH 87°38'21" WEST 1,158.19 FEET TO THE **POINT OF BEGINNING**.

- CONTAINING 26.27 ACRES MORE OR LESS.
- SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
- BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST COLLIER COUNTY, FLORIDA BEING NORTH 0°33'31" WEST.



August 6th, 2024
DATE OF SURVEY

LANCE T MILLER, P.S.M. #LS5627
CERTIFICATE OF AUTHORIZATION #LB-8479
REFERENCE: S:\Hogan_Brightshore-ABCP-009\BRIGHTSHORE-PH01\TRACT-FD-05-TMOR\SKETCH\S-BS-PH1-FD05-SK-01.dwg

TRACT FD-6

Christopher Alan Homes

PENINSULA ENGINEERING

LEGAL DESCRIPTION
OF PART OF THE NORTH HALF OF
SECTION 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST,
COLLIER COUNTY, FLORIDA.
(FUTURE BRIGHSHORE VILLAGE – TRACT "FD-6" – CHRISTOPHER ALAN HOMES PARCEL)

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA;
THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 19 NORTH 00°33'31" WEST 1,458.84 FEET;
THENCE LEAVING SAID WEST LINE NORTH 89°26'29" EAST 253.00 FEET TO THE **POINT OF BEGINNING**;
THENCE NORTH 00°33'31" WEST 764.61 FEET;
THENCE 58.26 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 33°22'55" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 70°28'21" WEST 57.44 FEET TO A POINT OF COMPOUND CURVE;
THENCE 79.02 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 40.00 FEET THROUGH A CENTRAL ANGLE OF 113°11'07" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 02°48'40" EAST 66.78 FEET TO A POINT OF COMPOUND CURVE;
THENCE 52.39 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 30°01'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 74°24'46" EAST 51.79 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 00°33'31" WEST, A DISTANCE OF 184.00 FEET;
THENCE 419.40 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 267.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 44°26'29" EAST 377.60 FEET;
THENCE NORTH 89°26'29" EAST 306.63 FEET;
THENCE 198.21 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 999.00 FEET THROUGH A CENTRAL ANGLE OF 11°22'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 83°45'27" EAST 197.88 FEET TO A POINT OF COMPOUND CURVE;
THENCE 169.01 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 110.00 FEET THROUGH A CENTRAL ANGLE OF 88°02'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 34°03'23" EAST 152.87 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 201.86 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 205.00 FEET THROUGH A CENTRAL ANGLE OF 56°25'03" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 18°14'51" EAST 193.80 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 43°32'37" EAST, A DISTANCE OF 10.00 FEET;
THENCE 417.53 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 195.00 FEET THROUGH A CENTRAL ANGLE OF 122°40'52" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 72°12'11" EAST 342.22 FEET;

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Fla Engineer CA 28275 Fla Landscape CA LC26000632 Fla Surveyor/Mapper LB8479

THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 79°08'15" EAST, A DISTANCE OF 32.27 FEET;
THENCE 407.65 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 770.50 FEET THROUGH A CENTRAL ANGLE OF 30°18'49" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 11°47'55" EAST 402.91 FEET;
THENCE SOUTH 26°57'19" EAST 456.06 FEET;
THENCE 191.68 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 487.00 FEET THROUGH A CENTRAL ANGLE OF 22°33'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 15°40'47" EAST 190.44 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 85°35'45" WEST, A DISTANCE OF 20.00 FEET;
THENCE 319.49 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 467.00 FEET THROUGH A CENTRAL ANGLE OF 39°11'53" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 15°11'42" WEST 313.30 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 224.16 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 333.00 FEET THROUGH A CENTRAL ANGLE OF 38°34'08" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 15°30'34" WEST 219.95 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 606.34 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 567.00 FEET THROUGH A CENTRAL ANGLE OF 61°16'16" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 26°51'38" WEST 577.86 FEET TO A POINT OF COMPOUND CURVE;
THENCE 959.12 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 867.00 FEET THROUGH A CENTRAL ANGLE OF 63°23'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 89°11'16" WEST 910.95 FEET TO A POINT OF COMPOUND CURVE;
THENCE 579.53 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 567.00 FEET THROUGH A CENTRAL ANGLE OF 58°33'42" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 29°50'22" WEST 554.63 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 64.15 ACRES MORE OR LESS.
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
BEARINGS ARE BASED ON WEST LINE OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 19 BEING NORTH 00°33'31" WEST.



LANCE T MILLER, P.S.M. #LS5627
CERTIFICATE OF AUTHORIZATION #LB-8479

JANUARY 16TH, 2025
DATE OF SURVEY

REFERENCE: S:\Hogan_Brightshore-ABCP-009\BRIGHTSHORE-PH01\TRACT_FD-06-CAH\SKETCH\S-BS-PH1-FD06-SK-01.dwg

TRACT FD-7

Toll Brothers

PENINSULA ENGINEERING

LEGAL DESCRIPTION

OF PART OF SECTIONS 18 AND 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA.

(FUTURE BRIGHTSHORE VILLAGE - TRACT "FD-7" - TOLL BROTHERS PARCEL)

COMMENCING AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA;
THENCE ALONG THE NORTH LINE OF SAID SECTION 19 NORTH 89°41'52" EAST 691.89 FEET TO THE **POINT OF BEGINNING**;
THENCE LEAVING SAID NORTH LINE NORTH 00°56'08" WEST 669.85 FEET;
THENCE 514.98 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 467.00 FEET THROUGH A CENTRAL ANGLE OF 63°10'56" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 30°39'20" EAST 489.28 FEET;
THENCE NORTH 62°14'48" EAST 361.97 FEET;
THENCE 694.42 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 767.00 FEET THROUGH A CENTRAL ANGLE OF 51°52'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 88°11'01" EAST 670.94 FEET;
THENCE SOUTH 65°52'47" EAST 41.32 FEET;
THENCE 554.22 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 317.00 FEET THROUGH A CENTRAL ANGLE OF 100°10'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 15°47'37" EAST 486.28 FEET;
THENCE SOUTH 34°17'33" WEST 428.10 FEET;
THENCE 181.76 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 433.00 FEET THROUGH A CENTRAL ANGLE OF 24°03'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 22°16'01" WEST 180.43 FEET;
THENCE SOUTH 10°14'28" WEST 278.11 FEET;
THENCE 228.15 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 467.00 FEET THROUGH A CENTRAL ANGLE OF 27°59'28" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 24°14'12" WEST 225.88 FEET;
THENCE 171.56 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 1,251.00 FEET THROUGH A CENTRAL ANGLE OF 07°51'27" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 33°58'59" EAST 171.42 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 59°56'44" WEST, A DISTANCE OF 10.00 FEET;
THENCE 523.75 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 1,241.00 FEET THROUGH A CENTRAL ANGLE OF 24°10'52" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 17°57'50" EAST 519.87 FEET;
THENCE SOUTH 05°52'24" EAST 288.37 FEET;
THENCE 85.81 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 307.00 FEET THROUGH A CENTRAL ANGLE OF 16°00'54" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 02°08'03" WEST 85.53 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 79°51'30" EAST, A DISTANCE OF 10.00 FEET;
THENCE 386.13 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 317.00 FEET THROUGH A CENTRAL ANGLE OF 69°47'27"

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Fla Engineer CA 28275 Fla Landscape CA LC26000632 Fla Surveyor/Mapper LB8479

AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 45°02'13" WEST 362.70 FEET;
THENCE 288.66 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 681.00 FEET THROUGH A CENTRAL ANGLE OF 24°17'12" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 37°47'52" EAST 286.51 FEET TO A POINT OF COMPOUND CURVE;
THENCE 12.11 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 531.00 FEET THROUGH A CENTRAL ANGLE OF 01°18'23" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 50°35'39" EAST 12.11 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 38°45'09" WEST, A DISTANCE OF 198.00 FEET;
THENCE 11.95 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 729.00 FEET THROUGH A CENTRAL ANGLE OF 00°56'22" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 50°46'40" WEST 11.95 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 39°41'31" WEST, A DISTANCE OF 130.00 FEET;
THENCE 5.50 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 859.00 FEET THROUGH A CENTRAL ANGLE OF 00°22'01" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 50°07'28" WEST 5.50 FEET TO A POINT OF COMPOUND CURVE;
THENCE 420.77 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 1,009.00 FEET THROUGH A CENTRAL ANGLE OF 23°53'36" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 37°59'40" WEST 417.73 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 134.84 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 154°30'39" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 76°41'49" WEST 97.54 FEET;
THENCE SOUTH 00°33'31" EAST 270.56 FEET;
THENCE 204.41 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 330.00 FEET THROUGH A CENTRAL ANGLE OF 35°29'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 17°11'11" WEST 201.16 FEET;
THENCE SOUTH 34°55'54" WEST 138.59 FEET;
THENCE 72.85 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 235.00 FEET THROUGH A CENTRAL ANGLE OF 17°45'38" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 26°03'05" WEST 72.55 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 399.85 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 317.00 FEET THROUGH A CENTRAL ANGLE OF 72°16'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 53°18'22" WEST 373.86 FEET;
THENCE SOUTH 89°26'29" WEST 216.84 FEET;
THENCE 497.94 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 317.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 45°33'31" WEST 448.31 FEET;
THENCE NORTH 00°33'31" WEST 1,342.20 FEET;
THENCE 586.03 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 567.00 FEET THROUGH A CENTRAL ANGLE OF 59°13'07" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 29°03'03" EAST 560.29 FEET TO A POINT OF REVERSE CURVATURE;

THENCE 180.82 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 333.00 FEET THROUGH A CENTRAL ANGLE OF 31°06'45" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 43°06'14" EAST 178.61 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 62°27'09" WEST, A DISTANCE OF 63.62 FEET;
THENCE 19.45 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 11°08'41" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 68°01'29" WEST 19.42 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 285.90 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 80.00 FEET THROUGH A CENTRAL ANGLE OF 204°45'29" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 28°46'55" EAST 156.28 FEET;
THENCE SOUTH 48°50'20" EAST 48.74 FEET;
THENCE 17.86 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 333.00 FEET THROUGH A CENTRAL ANGLE OF 03°04'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 00°36'04" EAST 17.86 FEET;
THENCE NORTH 00°56'08" WEST 78.76 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 109.66 ACRES MORE OR LESS.
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19 BEING NORTH 89°41'52" EAST.

LANCE T MILLER, P.S.M. #LS5627
CERTIFICATE OF AUTHORIZATION #LB-8479

September 16TH, 2024
DATE OF SURVEY

REFERENCE: S:\Hogan_Brightshore-ABCP-009\BRIGHTSHORE-PH01\TRACT-FD23-TOLL-BROS\BOUNDARY\S-BS-PH1-FD23-SU-01.dwg

TRACT FD-8

Pulte Homes

LEGAL DESCRIPTION
OF PART OF SECTIONS 18 AND 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST,
COLLIER COUNTY, FLORIDA.
(FUTURE BRIGHTSHORE VILLAGE – TRACT "FD-8" – PULTE PARCEL)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA;
THENCE ALONG THE NORTH LINE OF SAID SECTION 19 SOUTH 89°43'59" WEST 1,025.60 FEET TO THE **POINT OF BEGINNING**;
THENCE LEAVING SAID NORTH LINE 71.19 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 70.00 FEET THROUGH CENTRAL ANGLE OF 58°16'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 28°52'37" WEST 68.17 FEET;
THENCE SOUTH 58°00'50" WEST 107.28 FEET;
THENCE 136.00 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 431.00 FEET THROUGH A CENTRAL ANGLE OF 18°04'47" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 51°27'17" EAST 135.44 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 488.26 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 469.00 FEET THROUGH A CENTRAL ANGLE OF 59°38'56" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 30°40'12" EAST 466.51 FEET TO A POINT OF COMPOUND CURVE;
THENCE 1,703.05 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 5,169.00 FEET THROUGH A CENTRAL ANGLE OF 18°52'39" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 08°35'35" WEST 1,695.35 FEET TO A POINT OF COMPOUND CURVE;
THENCE 64.00 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 869.00 FEET THROUGH A CENTRAL ANGLE OF 04°13'11" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 20°08'30" WEST 63.98 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 67.07 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 90.00 FEET THROUGH A CENTRAL ANGLE OF 42°41'57" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 00°54'07" WEST 65.53 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 606.77 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 247.00 FEET THROUGH A CENTRAL ANGLE OF 140°44'59" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 49°55'38" WEST 465.30 FEET;
THENCE NORTH 59°41'52" WEST 54.63 FEET;
THENCE 24.60 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 461.00 FEET THROUGH A CENTRAL

2600 Golden Gate Parkway, Naples, Florida, 34105 Office 239.403.6700 Fax 239.261.1797
Fla Engineer CA 28275 Fla Landscape CA LC26000632 Fla Surveyor/Mapper LB8479

ANGLE OF 03°03'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 27°53'34" WEST 24.60 FEET TO A POINT OF COMPOUND CURVE;
THENCE 26.07 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 48.00 FEET THROUGH A CENTRAL ANGLE OF 31°07'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 10°48'17" WEST 25.75 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 45.69 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 150.00 FEET THROUGH A CENTRAL ANGLE OF 17°27'11" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 03°58'20" WEST 45.52 FEET;
THENCE SOUTH 12°41'55" WEST 72.58 FEET;
THENCE 40.63 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 236.00 FEET THROUGH A CENTRAL ANGLE OF 09°51'53" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 17°37'52" WEST 40.58 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 40.48 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 164.00 FEET THROUGH A CENTRAL ANGLE OF 14°08'36" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 15°29'31" WEST 40.38 FEET;
THENCE SOUTH 08°25'13" WEST 0.31 FEET;
THENCE NORTH 81°34'47" WEST 94.00 FEET;
THENCE 39.14 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 164.00 FEET THROUGH A CENTRAL ANGLE OF 13°40'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 01°35'00" EAST 39.05 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 57.13 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 250.00 FEET THROUGH A CENTRAL ANGLE OF 13°05'36" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 01°17'35" EAST 57.01 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 62°55'15" WEST, A DISTANCE OF 56.11 FEET;
THENCE 144.72 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 181.00 FEET THROUGH A CENTRAL ANGLE OF 45°48'39" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 85°49'35" WEST 140.89 FEET;
THENCE SOUTH 71°16'05" WEST 468.25 FEET;
THENCE 418.65 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 569.00 FEET THROUGH A CENTRAL ANGLE OF 42°09'22" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 87°39'14" WEST 409.27 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 23°25'27" WEST, A DISTANCE OF 20.00 FEET;
THENCE 528.87 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 589.00 FEET THROUGH A CENTRAL ANGLE OF 51°26'46" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 40°51'10" WEST 511.28 FEET;
THENCE NORTH 15°07'46" WEST 510.80 FEET;
THENCE 5.40 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE

CONCAVE NORTH HAVING A RADIUS OF 729.00 FEET THROUGH A CENTRAL ANGLE OF 00°25'29" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 89°50'49" EAST 5.40 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 00°21'55" WEST, A DISTANCE OF 58.00 FEET;
THENCE NORTH 15°07'46" WEST 295.53 FEET;
THENCE 302.44 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 769.00 FEET THROUGH A CENTRAL ANGLE OF 22°32'03" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 03°51'45" WEST 300.50 FEET;
THENCE NORTH 07°24'16" EAST 219.93 FEET;
THENCE 794.38 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 1,481.00 FEET THROUGH A CENTRAL ANGLE OF 30°43'57" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 07°57'42" WEST 784.89 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 419.89 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 869.00 FEET THROUGH A CENTRAL ANGLE OF 27°41'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 09°29'08" WEST 415.82 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 85°38'36" EAST, A DISTANCE OF 10.00 FEET;
THENCE 448.81 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 859.00 FEET THROUGH A CENTRAL ANGLE OF 29°56'09" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 19°19'29" EAST 443.72 FEET;
THENCE NORTH 34°17'33" EAST 431.12 FEET;
THENCE 96.26 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 309.00 FEET THROUGH A CENTRAL ANGLE OF 17°50'56" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 43°13'01" EAST 95.87 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 37°51'31" WEST, A DISTANCE OF 10.00 FEET;
THENCE 357.46 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 319.00 FEET THROUGH A CENTRAL ANGLE OF 64°12'16" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 84°14'37" EAST 339.05 FEET;
THENCE SOUTH 63°39'15" EAST 268.30 FEET;
THENCE 284.27 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 310.00 FEET THROUGH A CENTRAL ANGLE OF 52°32'24" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 89°55'27" EAST 274.41 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 595.78 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 519.00 FEET THROUGH A CENTRAL ANGLE OF 65°46'19" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 83°18'30" EAST 563.60 FEET;
THENCE SOUTH 50°25'20" EAST 23.32 FEET;

THENCE 589.37 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 669.00 FEET THROUGH A CENTRAL ANGLE OF 50°28'33" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 25°11'04" EAST 570.49 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 00°01'36" WEST, A DISTANCE OF 0.40 FEET;
THENCE 159.51 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 431.00 FEET THROUGH A CENTRAL ANGLE OF 21°12'17" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 10°36'08" EAST 158.60 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 67°25'04" EAST, A DISTANCE OF 119.84 FEET;
THENCE 137.23 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 70.00 FEET THROUGH A CENTRAL ANGLE OF 112°19'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 56°25'16" EAST 116.29 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 182.32 ACRES MORE OR LESS.
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
BEARINGS ARE BASED ON THE NORTH LINE OF SAID SECTION 19 BEING SOUTH 89°13'59" WEST.

LANCE T MILLER, P.S.M. #LS5627
CERTIFICATE OF AUTHORIZATION #LB-8479

April 16th, 2025
DATE OF SURVEY

REFERENCE: S:\Hogan_Brightshore-ABCP-009\BRIGHTSHORE-PH01\TRACT-FD-08-PULTE\SKETCH\S-BS-PH1-FD08-SK-01.dwg

Brightshore
Community Development District

Budgetary Matters

Consideration of Assignment of
True-Up Agreements

- Taylor Morrison
- Christopher Alan Homes
- Toll Brothers
- Pulte Homes

Brightshore
Community Development District

Budgetary Matters

Taylor Morrison

This instrument prepared by and
upon recording should be returned to:

Alyssa Willson, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

[*space above for recording purposes*]

ASSIGNMENT AND ASSUMPTION OF AGREEMENT BETWEEN HOGAN FARMS, LLC AND BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE TRUE UP AND PAYMENT OF SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2026

[Title Examiner Note: Assigned Agreement recorded at O.R. Book 6563, Page 765; Re: TRACT FD-5]

THIS ASSIGNMENT is made and entered into this _____ day of _____, 2026, by and between:

HOGAN FARMS, LLC, a Florida limited liability company, whose address is 2600 Golden Gate Parkway, Naples, Florida 34102 (the "Assignor"); and

TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, whose address is 28100 Bonita Grande Drive, Suite 102, Bonita Springs, Florida 34135 (the "Assignee");

and is joined by the **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT,** a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Collier County, Florida, whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817 (the "District").

RECITALS

WHEREAS, Assignor and the District entered into that certain Agreement between Hogan Farms, LLC, and Brightshore Community Development District Regarding the True Up and Payment of Special Assessments for Capital Improvement Revenue Bonds, Series 2026, dated March 11, 2026 and recorded (the "Agreement"); and

WHEREAS, Assignor has conveyed Assignor's lands to Assignee described in the Agreement and in the attached **Exhibit A** (the "Conveyed Property"); and

WHEREAS, pursuant to Section 8 of the Agreement, Assignor wishes to assign and Assignee wishes to assume certain rights and obligations under the Agreement as it pertains to the Conveyed Property.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Assignment.

SECTION 2. DEFINED TERMS. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

SECTION 3. ASSIGNMENT. Assignor, as seller of lands to Assignee, hereby assigns to Assignee and Assignee hereby assumes all rights and obligations under the Agreement as it pertains to the Conveyed Property, subject to the following terms and conditions. The Conveyed Property contains approximately **26.27** developable acres and is within development area known as **Tract FD-5** located within the District as described in **Exhibit A**. As a result of the development plan for the Conveyed Property provided by the Assignee and attached hereto as **Exhibit B**, the total amount of par debt being allocated to the Conveyed Property is **$4,805,000.00**. The par debt per developable ERU applicable to the Conveyed Property, for purposes of Section 4A and 4B of the Agreement and for purposes of Assignee's true-up obligations under the Agreement as to the Conveyed Property, is **$32,075.13.** Assignor agrees that the ERUs associated with the development plan attached hereto as Exhibit B have been reallocated to the Conveyed Lands. In the event additional ERUs are to be constructed on the Conveyed Property, Assignor and Assignee agree to notify the District prior to the allocation of such additional units to the Conveyed Property such that the allocation of additional debt and corresponding assessments may be made by the District, as provided in the Assessment Resolution. Assignor is otherwise hereby released from any and all obligations under the Agreement as to the Conveyed Property.

SECTION 4. VALIDITY OF ASSESSMENTS. Assignee agrees the Assessment Resolutions have been duly adopted by the District. Assignee further agrees that the Series 2026 Assessments levied on Conveyed Property and imposed as a lien by the District are legal, valid and binding liens on the Conveyed Property against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Assignee hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2026 Assessments to the extent allocated to the Conveyed Property in accordance with the terms of the Assessment Resolutions and the Agreement.

SECTION 5. COUNTERPARTS. This Assignment may be signed in counterparts, which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this assignment the day and year first written above.

ASSIGNOR:

WITNESSES:

HOGAN FARMS, LLC, a Florida limited liability company

By: Barron Collier Corporation, a Florida corporation, its Manager

_____

Name:_____

Address: _____

_____

By: _____
Brian Goguen, Vice President

By: _____
Jeff Sonalia, Vice President

_____

Name:_____

Address: _____

_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Brian Goguen and Jeff Sonalia, each as Vice President of Barron Collier Corporation, a Florida corporation, as Manager of Hogan Farms, LLC, a Florida limited liability company, for and on behalf of the company, who are [__] personally known to me or [__] produced _____ as identification.

_____

Print Name:_____

Notary Public, State of Florida

ASSIGNEE:

WITNESSES:

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

_____
Name:_____
Address: _____
_____

By: _____
Name: _____
Title: _____

_____
Name:_____
Address: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____ of Taylor Morrison of Florida, Inc., a Florida corporation, for and on behalf of the corporation, who is [__] personally known to me or [__] produced _____ as identification.

_____
Print Name:_____
Notary Public, State of Florida

JOINED BY:

DISTRICT:

WITNESSES:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

_____

Name:_____

Address: _____

_____

_____

Nick Casalanguida
Chairperson, Board of Supervisors

_____

Name:_____

Address: _____

_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Nick Casalanguida, as Chairperson of the Board of Supervisors of Brightshore Community Development District, for and on behalf of the District, who is [__] personally known to me or [__] produced _____ as identification.

_____

Print Name:_____

Notary Public, State of Florida

Exhibit A: Legal Description of Conveyed Property
Exhibit B: Development Plan for Conveyed Property

Exhibit A

Legal Description of the Conveyed Property

Tract FD-5, BRIGHTSHORE VILLAGE, according to the plat thereof as recorded in Plat Book 78, Pages 1 through 24, inclusive, of the Public Records of Collier County, Florida.

Exhibit B

Development Plan for the Conveyed Property and Total ERUs for Series 2026 Bonds

Unit Type	Number of Units	Total ERU
Twin Villas	240	149.80
TOTAL	240	149.80

Brightshore
Community Development District

Budgetary Matters

Christopher Alan Homes

This instrument prepared by and
upon recording should be returned to:

Alyssa Willson, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

[*space above for recording purposes*]

ASSIGNMENT AND ASSUMPTION OF AGREEMENT BETWEEN HOGAN FARMS, LLC AND BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE TRUE UP AND PAYMENT OF SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2026

[Title Examiner Note: Assigned Agreement recorded at O.R. Book 6563, Page 785; Re: TRACT FD-6]

THIS ASSIGNMENT is made and entered into this _____ day of _____, 2026, by and between:

HOGAN FARMS, LLC, a Florida limited liability company, whose address is 2600 Golden Gate Parkway, Naples, Florida 34102 (the "Assignor"); and

JHS BUILDERS, LLC, a Florida limited liability company, whose address is 6330 Techster Boulevard, Ft. Myers, Florida 33966 (the "Assignee");

and is joined by the **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT,** a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Collier County, Florida, whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817 (the "District").

RECITALS

WHEREAS, Assignor and the District entered into that certain Agreement between Hogan Farms, LLC, and Brightshore Community Development District Regarding the True Up and Payment of Special Assessments for Capital Improvement Revenue Bonds, Series 2026, dated March 11, 2026 and recorded (the "Agreement"); and

WHEREAS, Assignor has conveyed Assignor's lands to Assignee described in the Agreement and in the attached **Exhibit A** (the "Conveyed Property"); and

WHEREAS, pursuant to Section 8 of the Agreement, Assignor wishes to assign and Assignee wishes to assume certain rights and obligations under the Agreement as it pertains to the Conveyed Property.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Assignment.

SECTION 2. DEFINED TERMS. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

SECTION 3. ASSIGNMENT. Assignor, as seller of lands to Assignee, hereby assigns to Assignee and Assignee hereby assumes all rights and obligations under the Agreement as it pertains to the Conveyed Property, subject to the following terms and conditions. The Conveyed Property contains approximately **64.15** developable acres and is within development area known as **Tract FD-6** located within the District as described in **Exhibit A**. As a result of the development plan for the Conveyed Property provided by the Assignee and attached hereto as **Exhibit B**, the total amount of par debt being allocated to the Conveyed Property is **$5,770,000.00**. The par debt per developable ERU applicable to the Conveyed Property, for purposes of Section 4A and 4B of the Agreement and for purposes of Assignee's true-up obligations under the Agreement as to the Conveyed Property, is **$32,083.10.** Assignor agrees that the ERUs associated with the development plan attached hereto as Exhibit B have been reallocated to the Conveyed Lands. In the event additional ERUs are to be constructed on the Conveyed Property, Assignor and Assignee agree to notify the District prior to the allocation of such additional units to the Conveyed Property such that the allocation of additional debt and corresponding assessments may be made by the District, as provided in the Assessment Resolution. Assignor is otherwise hereby released from any and all obligations under the Agreement as to the Conveyed Property.

SECTION 4. VALIDITY OF ASSESSMENTS. Assignee agrees the Assessment Resolutions have been duly adopted by the District. Assignee further agrees that the Series 2026 Assessments levied on Conveyed Property and imposed as a lien by the District are legal, valid and binding liens on the Conveyed Property against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Assignee hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2026 Assessments to the extent allocated to the Conveyed Property in accordance with the terms of the Assessment Resolutions and the Agreement.

SECTION 5. COUNTERPARTS. This Assignment may be signed in counterparts, which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this assignment the day and year first written above.

ASSIGNOR:

WITNESSES:

HOGAN FARMS, LLC, a Florida limited liability company

By: Barron Collier Corporation, a Florida corporation, its Manager

_____

Name:_____

Address: _____

_____

By: _____
Brian Goguen, Vice President

By: _____
Jeff Sonalia, Vice President

_____

Name:_____

Address: _____

_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Brian Goguen and Jeff Sonalia, each as Vice President of Barron Collier Corporation, a Florida corporation, as Manager of Hogan Farms, LLC, a Florida limited liability company, for and on behalf of the company, who are [__] personally known to me or [__] produced _____ as identification.

_____

Print Name:_____

Notary Public, State of Florida

ASSIGNEE:

WITNESSES:

JHS BUILDERS, LLC,
a Florida limited liability company

_____
Name:_____
Address: _____
_____

By: _____
Name: _____
Title: _____

_____
Name:_____
Address: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____ of JHS Builders, LLC, a Florida limited liability company, for and on behalf of the company, who is [__] personally known to me or [__] produced _____ as identification.

_____
Print Name:_____
Notary Public, State of Florida

JOINED BY:

DISTRICT:

WITNESSES:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

_____

Name:_____

Address: _____

_____

_____

Nick Casalanguida
Chairperson, Board of Supervisors

_____

Name:_____

Address: _____

_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Nick Casalanguida, as Chairperson of the Board of Supervisors of Brightshore Community Development District, for and on behalf of the District, who is [__] personally known to me or [__] produced _____ as identification.

_____

Print Name:_____

Notary Public, State of Florida

Exhibit A: Legal Description of Conveyed Property
Exhibit B: Development Plan for Conveyed Property

Exhibit A

Legal Description of the Conveyed Property

Tract FD-6, BRIGHTSHORE VILLAGE, according to the plat thereof as recorded in Plat Book 78, Pages 1 through 24, inclusive, of the Public Records of Collier County, Florida.

Exhibit B

Development Plan for the Conveyed Property and Total ERUs for Series 2026 Bonds

Unit Type	Number of Units	Total ERU
42’ SF	56	50.96
52’ SF	185	185
TOTAL ERU FOR 2026 BONDS		179.85

Brightshore
Community Development District

Budgetary Matters

Toll Brothers

This instrument prepared by and
upon recording should be returned to:

Alyssa Willson, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

[*space above for recording purposes*]

ASSIGNMENT AND ASSUMPTION OF AGREEMENT BETWEEN HOGAN FARMS, LLC AND BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE TRUE UP AND PAYMENT OF SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2026

[Title Examiner Note: Assigned Agreement recorded at O.R. Book 6563, Page 805; Re: TRACT FD-7]

THIS ASSIGNMENT is made and entered into this _____ day of _____, 2026, by and between:

HOGAN FARMS, LLC, a Florida limited liability company, whose address is 2600 Golden Gate Parkway, Naples, Florida 34102 (the "Assignor"); and

TOLL BROS., INC., a Pennsylvania corporation, whose address is 2966 Commerce Park Drive, Suite 100, Orlando, Florida 32819 (the "Assignee");

and is joined by the **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT,** a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Collier County, Florida, whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817(the "District").

RECITALS

WHEREAS, Assignor and the District entered into that certain Agreement between Hogan Farms, LLC, and Brightshore Community Development District Regarding the True Up and Payment of Special Assessments for Capital Improvement Revenue Bonds, Series 2026, dated March 11, 2026 and recorded (the "Agreement"); and

WHEREAS, Assignor has conveyed Assignor's lands to Assignee described in the Agreement and in the attached **Exhibit A** (the "Conveyed Property"); and

WHEREAS, pursuant to Section 8 of the Agreement, Assignor wishes to assign and Assignee wishes to assume certain rights and obligations under the Agreement as it pertains to the Conveyed Property.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Assignment.

SECTION 2. DEFINED TERMS. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

SECTION 3. ASSIGNMENT. Assignor, as seller of lands to Assignee, hereby assigns to Assignee and Assignee hereby assumes all rights and obligations under the Agreement as it pertains to the Conveyed Property, subject to the following terms and conditions. The Conveyed Property contains approximately **109.66** developable acres and is within development area known as **Tract FD-7** located within the District as described in **Exhibit A**. As a result of the development plan for the Conveyed Property provided by the Assignee and attached hereto as **Exhibit B**, the total amount of par debt being allocated to the Conveyed Property is **$9,675,000.00**. The par debt per developable ERU applicable to the Conveyed Property, for purposes of Section 4A and 4B of the Agreement and for purposes of Assignee's true-up obligations under the Agreement as to the Conveyed Property, is **$32,182.22.** Assignor agrees that the ERUs associated with the development plan attached hereto as Exhibit B have been reallocated to the Conveyed Lands. In the event additional ERUs are to be constructed on the Conveyed Property, Assignor and Assignee agree to notify the District prior to the allocation of such additional units to the Conveyed Property such that the allocation of additional debt and corresponding assessments may be made by the District, as provided in the Assessment Resolution. Assignor is otherwise hereby released from any and all obligations under the Agreement as to the Conveyed Property.

SECTION 4. VALIDITY OF ASSESSMENTS. Assignee agrees the Assessment Resolutions have been duly adopted by the District. Assignee further agrees that the Series 2026 Assessments levied on Conveyed Property and imposed as a lien by the District are legal, valid and binding liens on the Conveyed Property against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Assignee hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2026 Assessments to the extent allocated to the Conveyed Property in accordance with the terms of the Assessment Resolutions and the Agreement.

SECTION 5. COUNTERPARTS. This Assignment may be signed in counterparts, which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this assignment the day and year first written above.

ASSIGNOR:

WITNESSES:

HOGAN FARMS, LLC, a Florida limited liability company

By: Barron Collier Corporation, a Florida corporation, its Manager

_____

Name:_____

Address: _____

_____

By: _____
Brian Goguen, Vice President

By: _____
Jeff Sonalia, Vice President

_____

Name:_____

Address: _____

_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Brian Goguen and Jeff Sonalia, each as Vice President of Barron Collier Corporation, a Florida corporation, as Manager of Hogan Farms, LLC, a Florida limited liability company, for and on behalf of the company, who are [__] personally known to me or [__] produced _____ as identification.

_____

Print Name:_____

Notary Public, State of Florida

ASSIGNEE:

WITNESSES:

TOLL BROS., INC.,
a Pennsylvania corporation

_____
Name:_____
Address: _____
_____

By: _____
Name: _____
Title: _____

_____
Name:_____
Address: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____ of Toll Bros., Inc., a Pennsylvania corporation, for and on behalf of the corporation, who is [__] personally known to me or [__] produced _____ as identification.

_____
Print Name:_____
Notary Public, State of Florida

JOINED BY:

DISTRICT:

WITNESSES:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

_____

Name:_____

Address: _____

_____

_____

Nick Casalanguida
Chairperson, Board of Supervisors

_____

Name:_____

Address: _____

_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Nick Casalanguida, as Chairperson of the Board of Supervisors of Brightshore Community Development District, for and on behalf of the District, who is [__] personally known to me or [__] produced _____ as identification.

_____

Print Name:_____

Notary Public, State of Florida

Exhibit A: Legal Description of Conveyed Property
Exhibit B: Development Plan for Conveyed Property

Exhibit A

Legal Description of the Conveyed Property

Tract FD-7, BRIGHTSHORE VILLAGE, according to the plat thereof as recorded in Plat Book 78, Pages 1 through 24, inclusive, of the Public Records of Collier County, Florida.

Exhibit B

Development Plan for the Conveyed Property and Total ERUs for Series 2026 Bonds

Unit Type	Number of Units	Total ERU
36’	78	63.96
42’	71	64.61
52’	170	170
62’	89	97.01
TOTAL ERU FOR 2026 BONDS		300.63

Brightshore
Community Development District

Budgetary Matters

Pulte Homes

This instrument prepared by and
upon recording should be returned to:

Alyssa Willson, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

[*space above for recording purposes*]

ASSIGNMENT AND ASSUMPTION OF AGREEMENT BETWEEN HOGAN FARMS, LLC AND BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE TRUE UP AND PAYMENT OF SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTREVENUE BONDS, SERIES 2026

[Title Examiner Note: Assigned Agreement recorded at O.R. Book 6563, Page 826; Re: TRACT FD-8]

THIS ASSIGNMENT is made and entered into this _____ day of _____, 2026, by and between:

HOGAN FARMS, LLC, a Florida limited liability company, whose address is 2600 Golden Gate Parkway, Naples, Florida 34102 (the "Assignor"); and

PULTE HOME COMPANY, LLC, a Michigan limited liability company, whose address is 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 (the "Assignee");

and is joined by the **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT,** a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Collier County, Florida, whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817 (the "District").

RECITALS

WHEREAS, Assignor and the District entered into that certain Agreement between Hogan Farms, LLC, and Brightshore Community Development District Regarding the True Up and Payment of Special Assessments for Capital Improvement Revenue Bonds, Series 2026, dated March 11, 2026 and recorded (the "Agreement"); and

WHEREAS, Assignor has conveyed Assignor's lands to Assignee described in the Agreement and in the attached **Exhibit A** (the "Conveyed Property"); and

WHEREAS, pursuant to Section 8 of the Agreement, Assignor wishes to assign and Assignee wishes to assume certain rights and obligations under the Agreement as it pertains to the Conveyed Property.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Assignment.

SECTION 2. DEFINED TERMS. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

SECTION 3. ASSIGNMENT. Assignor, as seller of lands to Assignee, hereby assigns to Assignee and Assignee hereby assumes all rights and obligations under the Agreement as it pertains to the Conveyed Property, subject to the following terms and conditions. The Conveyed Property contains approximately **182.32** developable acres and is within development area known as **Tract FD-8** located within the District as described in **Exhibit A**. As a result of the development plan for the Conveyed Property provided by the Assignee and attached hereto as **Exhibit B**, the total amount of par debt being allocated to the Conveyed Property is **$14,210,000.00**. The par debt per developable ERU applicable to the Conveyed Property, for purposes of Section 4A and 4B of the Agreement and for purposes of Assignee's true-up obligations under the Agreement as to the Conveyed Property, is **$32,226.04.** Assignor agrees that the ERUs associated with the development plan attached hereto as Exhibit B have been reallocated to the Conveyed Lands. In the event additional ERUs are to be constructed on the Conveyed Property, Assignor and Assignee agree to notify the District prior to the allocation of such additional units to the Conveyed Property such that the allocation of additional debt and corresponding assessments may be made by the District, as provided in the Assessment Resolution. Assignor is otherwise hereby released from any and all obligations under the Agreement as to the Conveyed Property.

SECTION 4. VALIDITY OF ASSESSMENTS. Assignee agrees the Assessment Resolutions have been duly adopted by the District. Assignee further agrees that the Series 2026 Assessments levied on Conveyed Property and imposed as a lien by the District are legal, valid and binding liens on the Conveyed Property against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Assignee hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2026 Assessments to the extent allocated to the Conveyed Property in accordance with the terms of the Assessment Resolutions and the Agreement.

SECTION 5. COUNTERPARTS. This Assignment may be signed in counterparts, which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this assignment the day and year first written above.

ASSIGNOR:

WITNESSES:

HOGAN FARMS, LLC, a Florida limited liability company

By: Barron Collier Corporation, a Florida corporation, its Manager

_____

Name:_____

Address: _____

_____

By: _____
Brian Goguen, Vice President

By: _____
Jeff Sonalia, Vice President

_____

Name:_____

Address: _____

_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Brian Goguen and Jeff Sonalia, each as Vice President of Barron Collier Corporation, a Florida corporation, as Manager of Hogan Farms, LLC, a Florida limited liability company, for and on behalf of the company, who are [__] personally known to me or [__] produced _____ as identification.

_____

Print Name:_____

Notary Public, State of Florida

ASSIGNEE:

WITNESSES:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

_____
Name:_____
Address: _____
_____

By: _____
Name: _____
Title: _____

_____
Name:_____
Address: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____ of Pulte Home Company, LLC, a Michigan limited liability company, for and on behalf of the company, who is [__] personally known to me or [__] produced _____ as identification.

_____
Print Name:_____
Notary Public, State of Florida

JOINED BY:

DISTRICT:

WITNESSES:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

_____

Name:_____

Address: _____

_____

_____

Nick Casalanguida
Chairperson, Board of Supervisors

_____

Name:_____

Address: _____

_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Nick Casalanguida, as Chairperson of the Board of Supervisors of Brightshore Community Development District, for and on behalf of the District, who is [__] personally known to me or [__] produced _____ as identification.

_____

Print Name:_____

Notary Public, State of Florida

Exhibit A: Legal Description of Conveyed Property
Exhibit B: Development Plan for Conveyed Property

Exhibit A

Legal Description of the Conveyed Property

Tract FD-8, BRIGHTSHORE VILLAGE, according to the plat thereof as recorded in Plat Book 78, Pages 1 through 24, inclusive, of the Public Records of Collier County, Florida.

Exhibit B

Development Plan for the Conveyed Property and Total ERUs for Series 2026 Bonds

Unit Type	Number of Units	Total ERU
36’	140	114.8
42’	97	88.27
52’	196	196.0
62’	167	182.03
TOTAL ERU for 2026 BONDS		440.95

Brightshore
Community Development District

Construction Matters

Consideration of Earthwork and Roadway
Construction Change Order #2

Change Order

No. 2

Project : Brightshore Village
Owner: Brightshore Community Development District
3501 Quadrangle Blvd, Suite 270
Orlando FL 32817

Date of Change Order:
August 25, 2026

Contract Date:
January 6, 2026

Contractor :
South Florida Excavation Inc.
1455 Rail Head Blvd, Suite 3
Naples, FL 34110

Contract for:
CDD - Phase 1
Hogan Farms - Phase 1
Master POA

THIS CONTRACT IS CHANGED AS FOLLOWS:

Decrease for Bahia sod and paving revisions, including asphalt deductions, . paver additions, and bridge railing changes (see attached for details) — Deduct ($332,626.39)
***This Change affects CDD Work Phase 1, Current Total $6,289,908.73, New Total $5,957,282.34**

Decrease for Sod changes — Deduct ($31,382.06)
***This Change affects Hogan Farms - Phase 1, Current Total $2,178,244.91, New Total $2,146,862.85**

Decrease for Hydroseed — Deduct ($258,825.60)
***This Change affects Master POA, Total $1,505,501.65, New Total $1,246,676.05**

The original Contract Sum was:	$	26,006,726.29
The net change by previously authorized Change Orders	$	(7,200,000.00)
The Contract Sum prior to this Change Order was:	$	18,806,726.29
The Contract Sum will be decreased by this Change Order in the amount of:	$	(622,834.05)
The new Contract Sum including this Change Order will be:	$	18,183,892.24

The Contract Time will be Increased/Decreased by zero (0) days.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

South Florida Excavation, Contractor *(Signature)*

Ted Tryka, District Engineer *(Signature)*

Nick Casalanguida, Chair *(Signature)*

SOUTH FLORIDA EXCAVATION, INC.
1455 Rail Head Blvd., Suite 3
Naples, FL 34110
Tel: 239-596-8111 Fax: 239-596-8112
Certified Excavation Contractor: NBR: 19051

REVISED CHANGE ORDER #2

June 20, 2026

TO: Brightshore Community Development District
c/o Kyle Fruth
3501 quadrangle Blvd., Suite 270
Orlando, FL 32817

Email: kfruth@pen-eng.com

Project: Brightshore Earthwork and Road Construction CDD - Phase 1
Bahia Sod Changes - Deduct Multi-Use Pathway Asphalt
Add Pavers at Intersection/Bridge - Deduct Asphalt at Intersection and Bridge Railing

	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	2' Sod Back of Curb - Bahia (Provide Unit Cost)	-69,800	SF	$ 0.29	$ (20,242.00)
2	Sod Berms - Bahia	-825,000	SF	$ 0.29	$ (239,250.00)
3	Sod Lake Banks - Bahia	-990,180	SF	$ 0.29	$ (287,152.20)
4	Linear Park - Bahia	-1,103,992	SF	$ 0.29	$ (320,157.68)
5	Bahia Sod	1,623,876	SF	$ 0.29	$ 470,924.04
6	1" Asphalt Type SP 9.5 - Mulit-Use Pathways	0	SY	$ 14.00	$ -
	6" Limerock Base (Onsite Material)	0	SY	$ 6.50	$ -
	12" Stabilized Subgrade (Onsite Material)	0	SY	$ 2.75	$ -
	Paver Bricks - Intersection	670	SY	$ 94.00	$ 62,980.00
	Paver Sand - 1" - Intersection	714	SY	$ 28.00	$ 19,992.00
	Ribbon Curb - Intersection	150	LF	$ 44.00	$ 6,600.00
	Paver Bricks - Bridge	125	SY	$ 94.00	$ 11,750.00
	Paver Sand - 1" - Bridge	133	SY	$ 28.00	$ 3,724.00
7	West Bridge Handrail Allowance	1	LS	$ (200,000.00)	$ (200,000.00)
8	East Bridge Handrail Allowance	1	LS	$ (200,000.00)	$ (200,000.00)
9	Additional Excavation	370,873	CY	$ 4.15	$ 1,539,122.95
10	Deduct for 1st Lift Asphalt at Intersection (Now Brick Pavers)	-670	SY	$ 12.50	$ (8,375.00)
11	Deduct for 2nd Lift Asphalt at Intersection (Now Brick Pavers	-670	SY	$ 12.75	$ (8,542.50)
12	Deduct West Bridge Material	1	LS	$ (633,000.00)	$ (633,000.00)
13	Deduct East Bridge Material	1	LS	$ (531,000.00)	$ (531,000.00)
				TOTAL	**$ (332,626.39)**

Pending Quantity Verification

Respectfully submitted:

SOUTH FLORIDA EXCAVATION, INC.

Acceptance of Change:

Date _____ _____

SOUTH FLORIDA EXCAVATION, INC.
1455 Rail Head Blvd., Suite 3
Naples, FL 34110
Tel: 239-596-8111 Fax: 239-596-8112
Certified Excavation Contractor: NBR: 19051

CHANGE ORDER #2

June 20, 2026

TO: Brightshore Community Development District
c/o Kyle Fruth
3501 quadrangle Blvd., Suite 270
Orlando, FL 32817

Email: kfruth@pen-eng.com

Project: Brightshore Village Hogan Farms - Phase 1
Credit for Sod

	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	FD-1 Tract - Sod Berms - Bahia	-52,680	SF	$ 0.29	$ (15,277.20)
2	FD-3 Tract - Sod Berms - Bahia	-55,534	SF	$ 0.29	$ (16,104.86)
				TOTAL	**$ (31,382.06)**

Respectfully submitted:

R Anderson

SOUTH FLORIDA EXCAVATION, INC.

Acceptance of Change:

Date _____ _____

SOUTH FLORIDA EXCAVATION, INC.
1455 Rail Head Blvd., Suite 3
Naples, FL 34110
Tel: 239-596-8111 Fax: 239-596-8112
Certified Excavation Contractor: NBR: 19051

CHANGE ORDER #1

June 30, 2026

TO: Brightshore Community Development District
c/o Kyle Fruth
3501 quadrangle Blvd., Suite 270
Orlando, FL 32817

Email: kfruth@pen-eng.com

Project: Brightshore Earthwork and Road Construction MASTER POA WORK
Deduct Hydroseed

	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	Deduct Hydroseed	-32.68	AC	$ 7,920.00	$ (258,825.60)
				TOTAL	**$ (258,825.60)**

Respectfully submitted:

R. Anderson

SOUTH FLORIDA EXCAVATION, INC.

Acceptance of Change:

Date _____ _____

Brightshore
Community Development District

Construction Matters

Consideration of Roundabout Change Order #2

Change Order

No. 2

Project : Brightshore Village
Owner: Brightshore Community Development District
3501 Quadrangle Blvd, Suite 270
Orlando FL 32817

Date of Change Order:
August 20, 2026

Contract Date:
January 6, 2026

Contractor :
South Florida Excavation Inc.
1455 Rail Head Blvd, Suite 3
Naples, FL 34110

Contract for:
Brightshore CDD Round-A-Bout

THIS CONTRACT IS CHANGED AS FOLLOWS:

Addition of Sod per plan updates and additional pavers — Add $134,938.00

***This Change affects CDD Work Round-A-Bout, Current Total $1,932,902.32, New Total $2,067,840.32**

The original Contract Sum was:	$	2,050,130.90
The net change by previously authorized Change Orders	$	(117,228.58)
The Contract Sum prior to this Change Order was:	$	1,932,902.32
The Contract Sum will be increased by this Change Order in the amount of:	$	134,938.00
The new Contract Sum including this Change Order will be:	$	2,067,840.32

The Contract Time will be Increased/Decreased by zero (0) days.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

South Florida Excavation, Contractor *(Signature)*

Ted Tryka, District Engineer *(Signature)*

Nick Casalanguida, Chair *(Signature)*

SOUTH FLORIDA EXCAVATION, INC.
1455 Rail Head Blvd., Suite 3
Naples, FL 34110
Tel: 239-596-8111 Fax: 239-596-8112
Certified Excavation Contractor: NBR: 19051

CHANGE ORDER #2

June 30, 2026

TO: Brightshore Community Development District
c/o Kyle Fruth
3501 quadrangle Blvd., Suite 270
Orlando, FL 32817

Email: kfruth@pen-eng.com

Project: Brightshore Immokalee Road CDD Round A-Bout
Performance Turf

	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	Performance Turf (Additional)	4,684	SY	$ 5.00	$ 23,420.00
2	Additional Road Pavers on Concrete in Median	407	SY	$ 274.00	$ 111,518.00
				TOTAL	**$ 134,938.00**

Respectfully submitted:

SOUTH FLORIDA EXCAVATION, INC.

Acceptance of Change:

Date _____ _____

Brightshore
Community Development District

Construction Matters

Consideration of Jensen Utility Change Order #2

Change Order

No. 2

Project : Brightshore Village
Owner: Brightshore Community Development District
3501 Quadrangle Blvd, Suite 270
Orlando FL 32817

Date of Change Order:
August 20, 2026

Contract Date:
March 2, 2026

Contractor :
Jensen Underground Utilities Inc.
5585 Taylor Rd
Naples, FL 34109

Contract for:
Brightshore Utility & Drainage Construction

THIS CONTRACT IS CHANGED AS FOLLOWS:

Increase for: Drainage adds (see attached exhibit for breakdown)	Add	$169,964.00
Decrease for: Drainage deletes (see attached exhibit for breakdown)	Deduct	($91,145.00)
Increase for: Sewer adds (5) 8" 11 1/4 bend	Add	$6,415.00
Increase for: Water adds including saddle material change, gate valve and temp blow-off	Add	$31,225.48
Decrease for: Water deletes for gate valve and temp blow-off	Deduct	($7,690.00)
Increase for: Irrigation adds (see attached for breakdown)	Add	$2,153,726.00
Decrease for: Irrigation deletes (see attached exhibit for breakdown)	Deduct	($1,057,750.00)

***This Change affects the Brightshore CDD portion of work, Current Total $5,765,652.89, New Total $6,970,398.37**
Brightshore Master POA contract total remains $1,063,975.00

The original Contract Sum was:	$	12,019,954.00
The net change by previously authorized Change Orders	$	(5,190,326.11)
The Contract Sum prior to this Change Order was:	$	6,829,627.89
The Contract Sum will be increased by this Change Order in the amount of:	$	1,204,745.48
The new Contract Sum including this Change Order will be:	$	8,034,373.37

The Contract Time will be Increased/Decreased by zero (0) days.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

Jensen Underground Utilities Inc., Contractor *(Signature)*

Ted Tryka, District Engineer *(Signature)*

Nick Casalanguida, Chair *(Signature)*

JENSEN

UNDERGROUND UTILITIES, INC.

5585 TAYLOR ROAD, NAPLES, FL 34109
PHONE: 239-597-0060 FAX: 239-597-0061

CERTIFIED UNDERGROUND UTILITY: CU C044996 **FIRE SPRINKLER CONTRACTOR V: 117961000192**

ESTIMATE

NO. 26888
DATE: 7/30/26
SHEET NO. 1 of 3

PROPOSAL SUBMITTED TO:

NAME Peninsula Engineering
STREET 2600 Golden Gate Parkway, Suite 200
CITY Naples
STATE FL
PHONE 403-6875 **FAX:** 262-8017

WORK TO BE PERFORMED AT:

Brightshore Village
STREET Immokalee Road
CITY Naples
DATE OF PLANS REV 9 6/1/2026
ENGINEER Peninsula Engineering

REV 9

DRAINAGE ADDS:				
48	LF	48" RCP STORM SEWER	304.00	$14,592.00
152	LF	36" RCP STORM SEWER	194.00	$29,488.00
136	LF	24" RCP STORM SEWER	109.00	$14,824.00
8	LF	15" RCP STORM SEWER	67.00	$536.00
100	LF	12" PVC/HP SECONDARY DRAINAGE PIF	54.00	$5,400.00
6	EA	TYPE 9 CURB INLET	8,237.00	$49,422.00
2	EA	YARD DRAIN	1,750.00	$3,500.00
2	EA	36" FLARED END	9,349.00	$18,698.00
3	EA	18" PLUG END	300.00	$900.00
2	EA	CONTROL STRUCTURE TYPE "D"	8,151.00	$16,302.00
2	EA	BUBBLE UP OUTFALL STRUCTURE - (MODIFIED TYPE "D" W/ SIDE INLETS)	8,151.00	$16,302.00
		SUBTOTAL:		**$169,964.00**
DRAINAGE DELETES:				
-21	LF	54" RCP STORM SEWER	374.00	-$7,854.00
-196	LF	30" RCP STORM SEWER	150.00	-$29,400.00
-10	LF	18" RCP STORM SEWER	81.00	-$810.00
-4	EA	GRATE INLET	5,957.00	-$23,828.00
-4	EA	DITCH BOTTOM INLET TYPE "D"	5,157.00	-$20,628.00
-1	EA	30" FLARED END	8,625.00	-$8,625.00
		SUBTOTAL:		**-$91,145.00**
SEWER ADDS:				
5	EA	8" 11 1/4 BEND	1,283.00	$6,415.00
		SUBTOTAL:		**$6,415.00**
WATER ADDS:				
1	LS	SADDLE CHANGE FROM S. S. TO BRASS	18,725.48	$18,725.48
1	EA	12" GATE VALVE	5,050.00	$5,050.00
1	EA	TEMPORARY BLOW-OFF - 12"	7,450.00	$7,450.00
		SUBTOTAL:		**$31,225.48**
WATER DELETES:				
-1	EA	8" GATE VALVE	2,970.00	-$2,970.00
-1	EA	TEMPORARY BLOW-OFF - 8"	4,720.00	-$4,720.00
		SUBTOTAL:		**-$7,690.00**
IRRIGATION ADDS:				
1	EA	16" X 10" MASTER METER ASSEMBLY	168,937.00	$168,937.00
1	EA	IRRIGATION BOOSTER PUMP	557,179.00	$557,179.00

JENSEN

UNDERGROUND UTILITIES, INC.

5585 TAYLOR ROAD, NAPLES, FL 34109
PHONE: 239-597-0060 FAX: 239-597-0061

CERTIFIED UNDERGROUND UTILITY: CU C044996 **FIRE SPRINKLER CONTRACTOR V: 117961000192**

ESTIMATE

NO. 26888
DATE: 7/30/26
SHEET NO. 2 of 3

PROPOSAL SUBMITTED TO:

NAME Peninsula Engineering
STREET 2600 Golden Gate Parkway, Suite 200
CITY Naples
STATE FL
PHONE 403-6875 **FAX:** 262-8017

WORK TO BE PERFORMED AT:

Brightshore Village
STREET Immokalee Road
CITY Naples
DATE OF PLANS REV 9 6/1/2026
ENGINEER Peninsula Engineering

IRRIGATION ADDS CONTINUED:

420	LF	24" PVC IRRIGATION MAIN (C900,DR18)	297.00	$124,740.00
3640	LF	18" PVC IRRIGATION MAIN (C900,DR18)	194.00	$706,160.00
1140	LF	16" PVC IRRIGATION MAIN (C900,DR18)	176.00	$200,640.00
2240	LF	10" PVC IRRIGATION MAIN (C900,DR18)	77.00	$172,480.00
2820	LF	4" PVC IRRIGATION MAIN (C900,DR18)	34.00	$95,880.00
4	EA	18" GATE VALVE	13,645.00	$54,580.00
2	EA	16" GATE VALVE	9,500.00	$19,000.00
3	EA	10" GATE VALVE	4,300.00	$12,900.00
14	EA	4" GATE VALVE	1,840.00	$25,760.00
1	EA	TEMPORARY BLOW-OFF - 10"	6,450.00	$6,450.00
1	LS	POLY WRAP & TRACER WIRE	9,020.00	$9,020.00
		SUBTOTAL:		**$2,153,726.00**

IRRIGATION DELETES:

-6880	LF	12" PVC IRRIGATION MAIN (C900,DR18)	95.00	-$653,600.00
-1540	LF	8" PVC IRRIGATION MAIN (C900,DR18)	75.00	-$115,500.00
-134	LF	6" PVC IRRIGATION MAIN (C900,DR18)	45.00	-$6,030.00
-21	EA	12" GATE VALVE	5,050.00	-$106,050.00
-1	EA	8" GATE VALVE	2,970.00	-$2,970.00
-1	EA	6" GATE VALVE	2,100.00	-$2,100.00
-21	EA	AIR RELEASE VALVE	5,050.00	-$106,050.00
-13	EA	2" SINGLE IRRIGATION SERVICE(COMPl	3,250.00	-$42,250.00
-2	EA	TEMPORARY BLOW-OFF - 8"	4,720.00	-$9,440.00
-2	EA	TEMPORARY BLOW-OFF - 6"	3,640.00	-$7,280.00
-2	EA	TEMPORARY BLOW-OFF - 4"	3,240.00	-$6,480.00
		SUBTOTAL:		**-$1,057,750.00**

TOTAL CHANGE ORDER COST **$1,204,745.48**

JENSEN

UNDERGROUND UTILITIES, INC.

5585 TAYLOR ROAD, NAPLES, FL 34109

PHONE: 239-597-0060 FAX: 239-597-0061

CERTIFIED UNDERGROUND UTILITY: CU C044996 **FIRE SPRINKLER CONTRACTOR V: 117961000192**

ESTIMATE

NO. 26888

DATE: 7/30/26

SHEET NO. 3 of 3

PROPOSAL SUBMITTED TO:

NAME Peninsula Engineering

STREET 2600 Golden Gate Parkway, Suite 200

CITY Naples

STATE FL

PHONE 403-6875 **FAX:** 262-8017

WORK TO BE PERFORMED AT:

Brightshore Village

STREET Immokalee Road

CITY Naples

DATE OF PLANS REV 9 6/1/2026

ENGINEER Peninsula Engineering

EXCLUSIONS:

1) **NOT RESPONSIBLE FOR PRIVATE UTILITIES NOT LOCATED BY THE RESPECTIVE OWNER.**
2) **THERE WILL BE AN ADDITIONAL CHARGE TO EXTRACT ROCK AND REMOVE ROCK FROM PROJECT SITE.**
3) **NO UNSUITABLE MATERIAL REMOVAL OR REPLACEMENT WITH ACCEPTABLE MATERIAL.**
4) **NO LAYOUT OR CERTIFIED AS-BUILTS.**
5) **NO DENSITY TESTING COST.**
6) **NO CONNECTION, INSPECTION, PERMITS OR IMPACT FEES.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work. Any alteration or deviation from above specifications involving extra costs, will be executed upon written orders, and will become an extra charge over the contract amount. Owner agrees to accept current insurance in place by Contractor @ time of bid. Owner agrees to bear any cost for changes or alterations in insurance coverage. This proposal may be withdrawn by us if not accepted within 10 days. Payments to be made as follows: As work progresses, payment due within thirty (30) days of billing.

Respectfully submitted: Kelly Edwards

JENSEN UNDERGROUND UTILITIES, INC.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are hereby authorized to perform the work.

Date _____ **Signature** _____

Brightshore
Community Development District

Construction Matters

Consideration of Irrigation Easement
from Hogan Farms to the CDD

This instrument was prepared by:	(This space reserved for Clerk)
Alyssa Willson, Esq. Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301	

NON-EXCLUSIVE PERPETUAL UTILITY EASEMENT
(Irrigation)

THIS NON-EXCLUSIVE PERPETUAL UTILITY EASEMENT is made this _____ day of _____, 2026, by and between:

Hogan Farms, LLC, a Florida limited liability company, whose address is 2600 Golden Gate Parkway, Naples, Florida 34102 ("**Landowner**"); and

Brightshore Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 ("**District**").

Recitals

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("Act"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, the Landowner desires to formally grant to, and/or clarify the terms of, the utility easements over the properties more particularly described herein for the purposes of the District operating and maintaining the irrigation system; and

WHEREAS, Landowner grants to the District a perpetual easement over the Easement Areas as defined herein, and Landowner is agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants of all parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement.

2. GRANT OF NON-EXCLUSIVE EASEMENT. Landowner hereby grants to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Landowner's interest, if any - ("**Easement Areas**") to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, "**Easement**"):

A) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of the irrigation system, located within **the South 40 feet of Tract "FD-3" Brightshore Village as recorded in Plat Book 78, Pages 1-24, of the Official Records of Collier County, Florida**

3. INCONSISTENT USE. Landowner agrees and covenant that it shall not grant or exercise any rights in the property inconsistent with, or which interfere with, the rights herein accorded to District. Landowner shall be free to make any use of the property which is consistent with District's intended use.

4. DEFAULT. A default by any party under this Utility Easement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

5. MODIFICATION; WAIVER. No modification or amendment of this Utility Easement may be made except by written agreement between the parties. No failure by any person or entity now or hereafter bound by this Utility Easement to insist upon the strict performance of any covenant, duty, agreement or condition of this Utility Easement, or to exercise any right or remedy upon a breach of this Utility Easement, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. Any person or entity now or hereafter bound by any provision of this Utility Easement may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto; provided, however, that such waiver must be affected by a written instrument signed by the waiving party.

6. ATTORNEYS' FEES. In the event that either party seeks to enforce this Utility Easement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

7. NOTICES. Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Utility Easement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To District:	Brightshore Community Development District 3501 Quadrangle Boulevard, Suite 270 Orlando, Florida 32817 Attn: District Manager
With a copy to:	Kutak Rock, LLP 107 West College Ave Tallahassee, Florida 32301 Attn: District Counsel
To Landowner:	Hogan Farms, LLC 2600 Golden Gate Parkway Naples, Florida 34102 Attn: _____

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Landowner may deliver Notice on behalf of District and Landowner.

8. THIRD PARTIES. This Utility Easement is solely for the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Utility Easement. Nothing in this Utility Easement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Utility Easement or any of the provisions or conditions hereof. The District shall be solely responsible for enforcing its rights under this Utility Easement against any interfering third party. Nothing contained in this Utility Easement shall limit or impair the District's right to protect its rights from interference by a third party.

9. CONTROLLING LAW. This Utility Easement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue shall be in Collier County, Florida.

10. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District or to District staff in connection with this Utility Easement are public records and are to be treated as such in accordance with Florida law.

11. BINDING EFFECT. This Utility Easement and all of the provisions of this Utility Easement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees

in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Area.

12. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Utility Easement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

13. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, this Agreement is declared to be severable.

14. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and has been entered into voluntarily and with independent advice and legal counsel, and has been executed by the authorized representative of each party on the date written herein.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Landowner has hereunto set its hand and seal the day and year first above written.

HOGAN FARMS, LLC, a Florida limited liability company

_____
Witness Name: _____
Address: _____
_____

By: _____
Name: _____
Title: _____

_____
Witness Name: _____
Address: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of _____, 2026, by _____, as _____ of Hogan Farms, LLC, for and on behalf of said entity. He/She [__] is personally known to me or [__] produced _____ as identification.

NOTARY STAMP:

_____
Signature of Notary Public

_____
Printed Name of Notary Public

IN WITNESS WHEREOF, the District has hereunto set its hand and seal the day and year first above written.

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

_____	_____
Witness Name: _____	Nick Casalanguida
Address: _____	Chairperson, Board of Supervisors
_____	
_____	
Witness Name: _____	
Address: _____	
_____	

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of _____, 2026, by Nick Casalanguida, as Chairperson of the Board of Supervisors of the Brightshore Community Development District, a special-purpose unit of local government, for and on behalf of said entity. He [__] is personally known to me or [__] produced _____ as identification.

NOTARY STAMP:

_____
Signature of Notary Public

_____
Printed Name of Notary Public

Brightshore
Community Development District

Construction Matters

Consideration of Collier County Utility Agreement Amendment #2

Prepared By:
Matthew L. Grabinski, Esq.
COLEMAN, YOVANOVICH
& KOESTER, P.A.
4001 Tamiami Trail N., #300
Naples, Florida 34103
(239) 435-3535

SECOND AMENDMENT TO AGREEMENT TO PROVIDE POTABLE WATER, WASTEWATER AND IRRIGATION WATER UTILITY SERVICES

This Second Amendment to Agreement to Provide Potable Water, Wastewater and Irrigation Water Utility Services ("Amendment") is dated for reference purposes as of the _____ day of _____, 2026 and is entered into by and between the Board of County Commissioners of Collier County, Florida, acting ex-officio as the Governing Board of the Collier County Water-Sewer District (hereinafter referred to as the "CCWSD"), Hogan Farms, LLC, a Florida limited liability company (hereinafter referred to as "Landowner") and the Brightshore Community Development District, a special purpose unit of local government established under Chapter 190, Florida Statutes (the "CDD").

RECITALS:

WHEREAS, the CCWSD provides water, wastewater and irrigation water service (collectively known as "utility services"), in an economical and environmentally beneficial manner to much of the unincorporated area of Collier County; and

WHEREAS, CCWSD and Landowner entered into that certain Agreement to Provide Potable Water, Waste water and Irrigation Water Utility Services dated December 13, 2022 and recorded in O. R. Book 6204, page 1721, as amended by Amendment dated July 8, 2025 and recorded in O.R. Book 6490, page 288 and as partially assigned by Landowner to the CCD by Partial Assignment of Landowner's Obligations and Agreement to Provide Potable Water Waste water and Irrigation Water Utility Services dated on or about May 22, 2026 and recorded in O.R. Book 6621, page 3414 all of the Public records of Collier County, Florida, (collectively, the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement as follows:

NOW, THEREFORE, the CCWSD, Landowner and the CDD hereby amend the Agreement as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement

2. Paragraph 12 of the Agreement is hereby amended and restated in its entirety, as follows:

12. The CDD will cause to be installed (at the CDD's expense) one (1) master meter at or near the Point of Connection, for the purpose of metering all IQ water delivered to the Brightshore SRA development, and will bill the CDD (based on total IQ water consumed by the Brightshore SRA development) at the CCWSD Board approved IQ rates for the IQ service provided, regardless of the CCWSD's water source(s). The CDD shall pay for the cost of installing any "downstream" sub-meters desired by the CDD to enable the CDD to sub-meter residential neighborhoods and commercial tracts within the Brightshore SRA development (subject to the right of the CDD to require reimbursement, cost-sharing (or direct paying of costs) from the owner of the applicable tract (or property owner's association established to govern such tract), with respect to sub-meters installed within the residential or commercial portions of the Brightshore SRA development).

3. Except as modified by this Amendment, the Agreement, as amended hereby, remains in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail.

4. This Amendment shall be recorded in the Public Records of Collier County. The County shall be responsible for recording the same.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

ATTEST:
Crystal K. Kinzel, Clerk of Courts

By:_____
Print Name: _____
Deputy Clerk
(attesting to Chairman's signature only)

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Dan Kowal, Chairman

Approved as to form and
legal sufficiency:

_____
Jeffrey A. Klatzkow, County Attorney

{signatures continued on next page}

Witnesses:

HOGAN FARMS, LLC
By: Barron Collier Corporation
Its: Manager

By: _____
Brian Goguen, Vice President

_____
Print Name:_____
Address:_____
_____

_____
Print Name:_____
Address:_____
_____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me ___ in person or ____ by online notary on this _____ day of _____, 2026, by Brian Goguen, as Vice President of Barron Collier Corporation, a Florida corporation, Manager of Hogan Farmsm, LLC, a Florida limited liability, on behalf of the corporation and company. He is personally known to me.

_____
(Signature of Notary Public)

_____
(Printed Name of Notary Public)

WITNESSES:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

_____
Print Name:_____
Address:_____
_____

By: _____
Nick Casalanguida, Chairperson

_____
Print Name:_____
Address:_____
_____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me ___ in person or ____ by online notary on this _____ day of _____, 2026, by Nick Casalanguida, as Chairperson of Brightshore Community Development District, a special purpose unit of local government established under Chapter 190, Florida Statutes, on behalf of the district. He is personally known to me.

_____
(Signature of Notary Public)

_____
(Printed Name of Notary Public)

Brightshore
Community Development District

Construction Matters

Consideration of First Amendment to Master HOA Construction and Escrow Agreement

FIRST AMENDMENT TO MASTER HOA CONSTRUCTION AND ESCROW AGREEMENT

[BRIGHTSHORE AMENITY]

This First Amendment to Master HOA Construction and Escrow Agreement ("**Agreement**") is made effective as of this _____ day of _____, 2026 ("**Effective Date**"), by and between Taylor Morrison of Florida, Inc., a Florida corporation ("**Taylor Morrison**"), Toll Bros., Inc., a Pennsylvania corporation ("**Toll**"), Pulte Home Company, LLC, a Florida limited liability company ("**Pulte**"), M/I Homes of Ft. Myers/Naples, LLC, a Florida limited liability company ("**M/I Homes**"), CAH - Horizon at Brightshore, LLC, a Florida limited liability company ("**CAH**"), Brightshore Master Property Owners' Association, Inc., a Florida not-for-profit corporation ("**Association**"), and Brightshore Community Development District ("**CDD**") and Brightshore Management, LLC, a Florida limited liability company ("**Declarant**") (hereinafter, Taylor Morrison, Toll, Pulte and CAH may each be referred to herein as a "**Builder**" and collectively the "Builders", as the context permits; the Builders, Association and CDD may be referred to herein collectively as the "**Parties**" and individually as a "**Party**" as the context permits). This Agreement is joined by Coleman, Yovanovich & Koester, P.A. ("**Escrow Agent**" or "**CYK**") for purposes of evidencing Escrow Agents agreement to serve as the escrow agent hereunder, subject to the terms and conditions of this Agreement.

WHEREAS, the Parties entered into that certain Master HOA Construction and Escrow Agreement dated February 16, 2026, as assigned (the "**Agreement**"); and

WHEREAS, Section 2 of the Agreement provides that, upon Declarant's request, each Builder will execute an amendment to the Agreement prior to or in conjunction with the closing to effectuate an adjustment to the Closing Contribution payments (conditioned only upon a commensurate adjustment being made to the Closing Payment due from each Builder under each Builder's respective Builder PSA);

WHEREAS, concurrently herewith and in conjunction with closing under each Builder's respective Builder PSA, each Builder is entering into a Park Impact Fee Agreement with the Declarant, Association and CYK (each, a "**Park Impact Fee Agreement**" and collectively the "**Park Impact Fee Agreements**"); and

WHEREAS, the Parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals; Definitions. The above recitals are true and correct and are incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

2. Closing Contributions. Section 2 of the Agreement is hereby amended to change the Closing Contributions for each Builder as follows:

a.	Taylor Morrison	$2,760,120.00
b.	Toll	$5,557,860.00
c.	Pulte	$8,165,520.00
d.	CAH	$3,316,500.00

3. Closing Contribution Payment. The second sentence of Section 2 of the Agreement which reads "Each Closing Contribution payment shall be collected as a separate line-item "buyer" expense on the closing statement for the applicable closing under the applicable Builder PSA," is hereby deleted in its entirety and replaced as follows: "Each Closing Contribution payment shall be delivered by each Builder directly to the Escrow Agent, prior to or concurrently with the Closing under the applicable Builder PSA."

4. Escrow Agent Under Park Impact Fee Agreements. The Parties acknowledge and agree that all payments made by each Builder under the Park Impact Fee Agreements (and prior to the Completion Notice) (the "**Park Impact Fee Payments**") shall be delivered to the Escrow Agent and shall be held, administered, and disbursed as part of the Escrow Funds in accordance with the terms and conditions of the Agreement (as amended hereby). At all times on and after the issuance of the Completion Notice, the Park Impact Fee Payments shall be delivered to, held by and used by the Association in accordance with the Park Impact Fee Agreements.

5. Use of Park Impact Fee Payments. Escrow Agent shall hold all Park Impact Fee Payments received and shall track the receipt and expenditure of all of such funds in a separate ledger and Escrow Agent agrees that all Park Impact Fee Payments received from each Builder (and from all other builders within the Community) will be held by Escrow Agent and only used for (a) reimbursing Declarant for the costs incurred by Declarant in obtaining the agreement of Collier County to charge the Builders the reduced rate, (b) the design, permitting, development and construction of active or passive parks or other amenities within the Community (as defined in the Park Impact Fee Agreements), including the Amenity, and including the reimbursement or repayment of any funds previously or hereafter advanced or spent (whether by the Declarant, the Association or any affiliate thereof) toward such design, permitting, development or construction, (c) the performance of capital repairs and/or capital replacements of park facilities, including the Amenity, within the Community, and/or (d) any other purpose listed in Section 11 of the Agreement and not already listed herein (collectively, the "**Designated Purpose**"). The use of Park Impact Fee Payments for the Designated Purpose shall be made at the sole and absolute discretion of the Declarant.

6. Escrow Funds for Post-Closing CDD Work. The following sentence is hereby added to the end of Section 11(c) of the Agreement: "To the extent any Escrow Funds disbursed to the CDD pursuant to a Post-Closing CDD Work Disbursement Request are not used by the CDD to pay costs and expenses of performing the Post-Closing CDD Work, the CDD shall return such unused Escrow Funds to the Escrow Agent if such return occurs prior to the issuance of the Completion Notice, and to the Association if such return occurs on or after the issuance of the Completion Notice."

7. Builder Email Addresses. The notice provisions of Section 11 of the Agreement are hereby amended to add the following email addresses for the respective Builders (and their counsel), which shall apply wherever notice to the Builders is provided for throughout the Section: josh.grave@pultegroup.com; steven.gust@pultegroup.com; dbarker@deanmead.com; ischmoyer@christopheralanhomes.com; ckane@christopheralanhomes.com; mgrabinski@cyklawfirm.com; ahall@tollbrothers.com; tsmith@tollbrothers.com; legalnotices@tollbrothers.com; swalsh1@tollbrothers.com; ssheppard@taylormorrison.com; skussner@gunster.com; and felgonzalez@taylormorrison.com.

8. Section 15. Section 15 of the Agreement is hereby deleted in its entirety and replaced as follows:

> 15. Binding Effect; Amendments; Assignments. No prior or present agreements or representations regarding the subject matter hereof shall be binding upon any of the Parties unless incorporated in this Agreement. No modification or changes in this Agreement shall be valid or binding upon the Parties unless in writing and executed by all Parties. Notwithstanding the

generality of the foregoing, each Builder (and each successor in interest to a Builder) shall have the right to assign or collaterally assign (on an exclusive or nonexclusive basis) its rights and obligations hereunder to a land bank, to an existing Builder, or to an additional Builder, and in such event, such assignment need only be consented to by the Association and the Declarant.

9. No Other Modifications. Except as expressly modified by this Amendment, the Agreement remains in full force and effect and is unmodified. In the case of any conflicts between the terms of the Agreement and this Amendment, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed an original but together shall constitute one agreement. A facsimile or electronic signature shall be deemed to have the effect of an original to the party so delivering such signature.

Signatures appear on the following page(s).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BRIGHTSHORE MANAGEMENT, LLC,
a Florida limited liability company
By: Barron Collier Management, LLC,
a Florida limited liability company
its: Manager

By:_____
Brian Goguen, Chief Investment Officer

By: _____
Jeff Sonalia, Chief Financial Officer

BRIGHTSHORE MASTER PROPERTY OWNERS' ASSOCIATION, INC.

By:_____
Cee Cee Marinelli, President

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special purpose government
established pursuant to Fla. Stat. Ch. 190,
located in Collier County, FL

By:_____
Nick Casalanguida, Chairman

ATTESTATION OF DISTRICT MANAGER:

By:_____
_____, District Manager

CAH - HORIZON AT BRIGHTSHORE, LLC,
a Florida limited liability company

By:_____
Print Name:_____
Title:_____

PULTE HOME COMPANY, LLC

By:_____
Print Name:_____
Title:_____

M/I HOMES OF FT. MYERS/NAPLES, LLC

By: _____
Print Name: _____
Title: _____

TOLL BROS., INC.,
a Pennsylvania corporation

By:_____
Print Name:_____
Title:_____

TAYLOR MORRISON OF FLORIDA, INC.

By:_____
Print Name:_____
Title:_____

By:_____
Print Name:_____
Title:_____

COLEMAN, YOVANOVICH & KOESTER, P.A.

By: _____
Matthew L. Grabinski, President

Brightshore
Community Development District

Construction Matters

Consideration of Temporary Access Easement

- Taylor Morrison
- Christopher Alan Homes
- Toll Brothers
- Pulte Homes

Brightshore
Community Development District

Construction Matters

Taylor Morrison

This instrument prepared by:
Matthew L. Grabinski, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail, North, Suite 300
Naples, FL 34103
239.435.3535

TEMPORARY ACCESS EASEMENT AGREEMENT

THIS TEMPORARY ACCESS EASEMENT AGREEMENT ("Agreement") is entered into this _____day of _____, 2026, by Brightshore Community Development District, a local unit of special-purpose government established by Chapter 190, Florida Statutes ("CDD"), Hogan Farms, LLC, a Florida limited liability company ("Hogan") (together, the "Grantor"), and Taylor Morrison of Florida, Inc., a Florida corporation ("Grantee").

RECITALS:

A. The Grantor is the owner of certain real property as described in Exhibit A and as generally depicted in Exhibit B ("Easement Area"), over which Grantee requires a temporary non-exclusive access easement ("Easement") for the purposes of providing temporary pedestrian and vehicular (including construction vehicles) access to and from Immokalee Road and property owned by Grantee and described in Exhibit C, attached hereto (the "Grantee's Property").

B. Grantor is willing to grant the Easement as contemplated above together with access rights for Grantees' employees, agents, contractors and subcontractors to use the Easement Area for pedestrian and vehicular access.

NOW, THEREFORE, for and in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration paid by Grantee, receipt of which by is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The above Recitals are true and correct and incorporated herein by reference.

2. **Grant of Temporary Easement**. Grantor hereby conveys, grants, bargains and sells unto Grantee, its employees, agents, contractors, and subcontractors (collectively, the "Grantee Parties"), a non-exclusive temporary access easement over, across, under, through and upon the Easement Area for the purposes of providing temporary pedestrian and vehicular (including construction vehicles) access to and from Immokalee Road and the Grantee's Property. Grantee shall use (and shall instruct all of the Grantee Parties to use) the Easement Area to gain access to the Grantee's Property for construction and development purposes.

3. **Reserved Rights**. The easement rights granted herein are non-exclusive in nature. Grantor reserves unto itself the right to use the Easement Area for any purpose not inconsistent with the rights granted herein to Grantee, and Grantee agrees not to unreasonably interfere with Grantor's use of the Easement Area. Grantor reserves the right to grant additional easements and

licenses as it may reasonably deem necessary, over, upon, under, across, and through the Easement Area, provided such easements and licenses do not unreasonably interfere with Grantee's use of the Easement Area.

4. **Duty to Restore**. Grantee will restore to its original condition, to the extent reasonably possible, any portion of the Easement Area that is damaged as a result of the use of the Easement Area by the Grantee Parties.

5. **Use Subject to Laws and Permits**. The Easement is conveyed subject to all existing governmental and agency permits, approvals, requirements, and title encumbrances. Grantee hereby agrees to comply with all applicable requirements of such permits and approvals, as well as any future permits and approvals that apply to the Easement during the term of this Agreement. Additionally, the Easement shall be used by Grantor and Grantee in compliance with all applicable federal, state and local governmental statutes, laws, rules, regulations and ordinances, including, but not limited to, compliance with South Florida Water Management District permits for the Brightshore Village SRA

6. **Relocation**. The location of the Easement Area is initially granted over the lands described and depicted on Exhibit A and Exhibit B attached hereto. However, Grantor shall have the unilateral right to relocate the Easement Area at its commercially reasonable discretion and in good faith in connection with its performance of site-work within the vicinity of the Easement Area, provided that the relocation or alteration does not materially interfere with or impair the benefits and use of the Easement. Grantor warrants that, in the event of any such relocation, a stabilized, unpaved route shall be in place and available for use before Grantor directs Grantee to cease using the prior route. Any relocation or alteration of the Easement Area will be documented by a recorded Amendment to this Agreement, which, upon Grantor's request, Grantee shall promptly execute in recordable form to confirm the relocation of the Easement to the relocated Easement Area and the release of the previously encumbered lands from the Easement. All expenses of such relocation or alteration and for the Amendment of this Agreement shall be borne solely by Hogan.

7. **Damage Deposit**. Concurrently, with the execution hereof, Grantee shall pay a deposit (the "Damage Deposit") to the Hogan in the amount of Five Thousand Dollars ($5,000.00) and such deposit shall be held by Hogan and applied towards the cost of repairing any damage to the roads, infrastructure or other portions of the Brightshore Village caused by any of the Grantee Parties (and regardless of where such damage is located). The Damage Deposit shall not limit Grantee's liability for such damage, and if at any time the Damage Deposit is used to repair damage to Brightshore Village infrastructure for which Grantee is liable, Grantee shall replenish the Deposit by no later than ten (10) days after written demand by Hogan. Any portion of the Damage Deposit remaining upon completion of construction of the last residential unit in Grantee's Property will be returned to the Grantee.

8. **Automatic Termination of Easement; Duty to Confirm Upon Request**. The Easement is intended to be temporary in nature. Therefore, this Agreement, and all of the rights granted hereunder shall automatically terminate at such time as construction of the last residential unit within the Grantee's Property has been completed (as evidenced by the issuance of a certificate

of occupancy). Notwithstanding the automatic termination of this Agreement, upon the request of Grantor, Grantee shall promptly execute, in recordable form, an instrument confirming that this Agreement and the Easement granted hereby have terminated.

9. **Insurance**. Prior to accessing the Easement Area, Grantee shall provide Grantor with written evidence that Grantee, for itself and for each of the Grantee Parties accessing the Property, has general commercial liability insurance coverage of not less than $1,000,000 per occurrence/$2,000,000 in the aggregate, naming Grantor as an additional insured on such policy. Grantee agrees to indemnify and hold Grantor harmless from and against any and all damages, losses or claims including, but not limited to, legal fees and expenses, to the extent such damages, losses or claims are attributable to the actions, omissions or negligence in the use of the Easement by Grantee or the Grantee Parties.

10. **Authorization**. By execution below, the undersigned represent that they have been duly authorized by the appropriated body or official of the respective entity to execute this Agreement, and that the respective parties have complied with all requirements of the law, and have full power and authority to comply with the terms and provisions of the Agreement.

11. **Covenant Running with the Land**. The rights and obligations contained herein shall inure to the benefit of the parties herein and shall run with title to the Easement Area and Grantee's Property, and the parties' respective successors in title.

12. **Miscellaneous**. This Agreement shall be governed by the laws of the State of Florida. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent be invalid and unenforceable, the remainder of this Agreement and the application thereof, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term or provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

[*Signatures on following page(s)*]

IN WITNESS WHEREOF, the Grantor and the Grantee have caused these presents to be executed the date and year first above written.

Signed, sealed and delivered
In the presence of:

_____
Witness #1

_____
Printed Name of Witness #1
Address:_____
_____

_____
Witness #2

_____
Printed Name of Witness #2
Address:_____
_____

GRANTOR:

BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT,
a local unit of special purpose government
established pursuant to Fla. Stat. Ch. 190,
located in Collier County, FL

By: _____
_____, as _____

ATTESTATION OF DISTRICT MANAGER:

By:_____
_____, District Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me ___ in person or ____ by online notarization on this _____ day of _____, 2026, by _____, as Chair of a local unit of special purpose government established pursuant to Fla. Stat. Ch. 190, located in Collier County, FL, who is signing on behalf of the District and (__) who is personally known to me or (__) who produced a driver's license as identification.

(Notary Seal)

_____
Notary Public
My Commission Expires:
Printed Name:

GRANTOR:

Hogan Farms, LLC,
a Florida limited liability company

By: Barron Collier Corporation,
a Florida corporation,
its Manager

By: _____
Brian Goguen, Vice President

By: _____
Jeff Sonalia, Vice President

_____
Witness #1

_____
Printed Name of Witness #1
Address:_____
_____

_____
Witness #2

_____
Printed Name of Witness #2
Address:_____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me ___ in person or ____ by online notarization on this _____ day of _____, 2026, by Brian Goguen and Jeff Sonalia, each as Vice President, respectively, of Barron Collier Corporation, a Florida corporation, Manager of Hogan Farms, LLC, a Florida limited liability company, on behalf of the company, and (__) who is personally known to me or (__) who produced a driver's license as identification.

(Notary Seal)

_____
Notary Public
My Commission Expires:
Printed Name:

GRANTEE:

Taylor Morrison of Florida, Inc.,
a Florida corporation

By: _____
Print Name: _____
Title: _____

_____
Witness #1

_____
Printed Name of Witness #1
Address:_____
_____

_____
Witness #2

_____
Printed Name of Witness #2
Address:_____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me ___ in person or ____ by online notarization on this _____ day of _____, 2026, by _____, as _____ of Taylor Morrison of Florida, Inc., a Florida corporation, who is signing on behalf of the corporation and (__) who is personally known to me or (__) who produced a driver's license as identification.

(Notary Seal)

_____
Notary Public
My Commission Expires:
Printed Name:

Exhibit “A”
Easement Area

Portions of Tracts C-3, C-4, C-5, D-3, FD-3, L-1, R-3, and R-5, BRIGHTSHORE VILLAGE, according to the plat thereof as recorded in Plat Book 78, Pages 1 through 24, inclusive, of the Public Records of Collier County, Florida.

Exhibit “B”
General Depiction of Easement Area

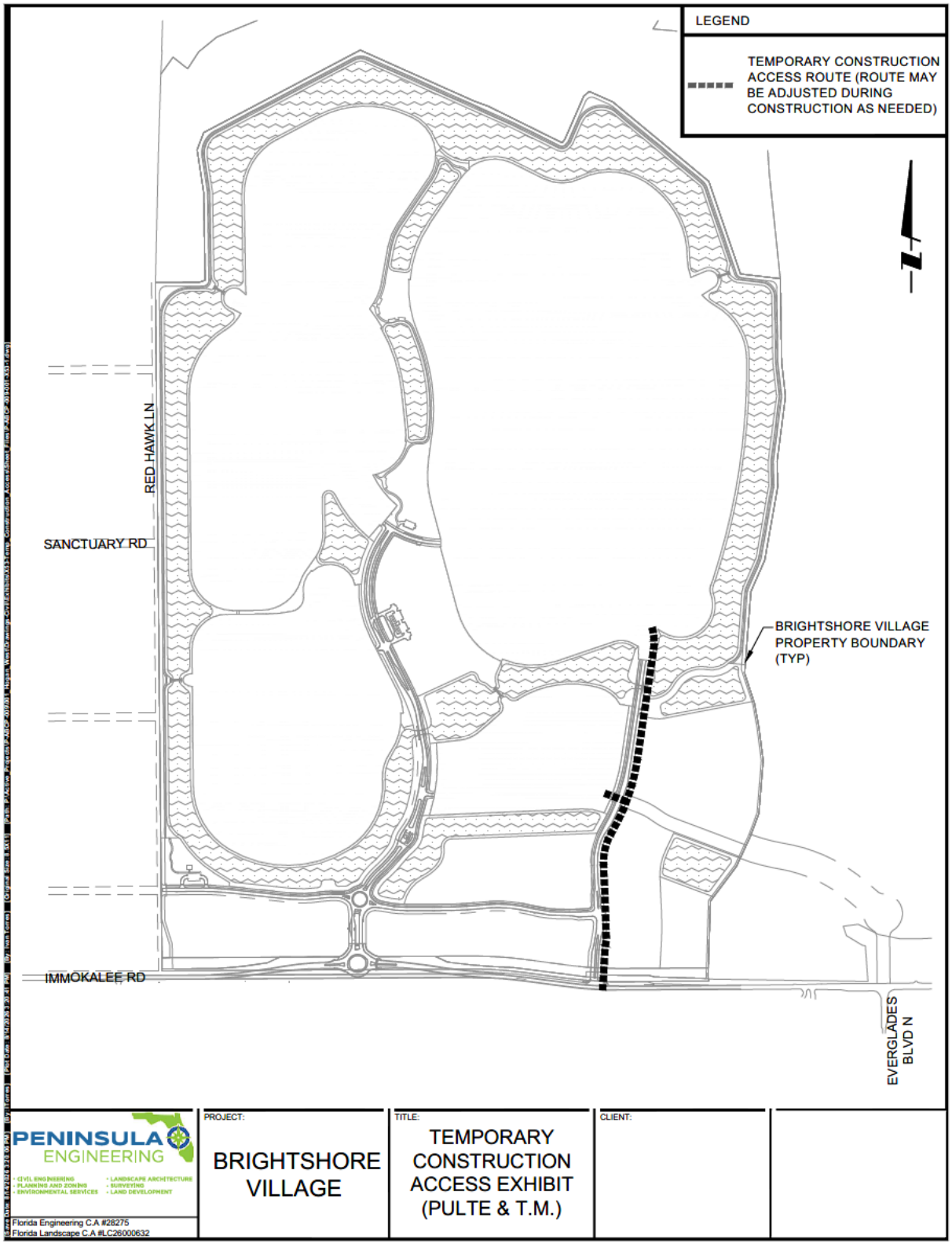


Exhibit “C”
Grantee’s Property

Tract FD-5, BRIGHTSHORE VILLAGE, according to the plat thereof as recorded in Plat Book 78, Pages 1 through 24, inclusive, of the Public Records of Collier County, Florida.

Brightshore
Community Development District

Construction Matters

Christopher Alan Homes

This instrument prepared by:
Matthew L. Grabinski, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail, North, Suite 300
Naples, FL 34103
239.435.3535

TEMPORARY ACCESS EASEMENT AGREEMENT

THIS TEMPORARY ACCESS EASEMENT AGREEMENT ("Agreement") is entered into this _____day of _____, 2026, by Brightshore Community Development District, a local unit of special-purpose government established by Chapter 190, Florida Statutes ("CDD"), Hogan Farms, LLC, a Florida limited liability company ("Hogan") (together, the "Grantor"), and RLC-Brightshore, LLC, a Texas limited liability company ("Grantee").

RECITALS:

A. The Grantor is the owner of certain real property as described in attached Exhibit A and as generally depicted in Exhibit B ("Easement Area"), over which Grantee requires a temporary non-exclusive access easement ("Easement") for the purposes of providing temporary pedestrian and vehicular (including construction vehicles) access to and from Immokalee Road and property owned by Grantee and described in Exhibit C, attached hereto (the "Grantee's Property").

B. Grantor is willing to grant the Easement as contemplated above together with access rights for Grantees' employees, agents, contractors and subcontractors to use the Easement Area for pedestrian and vehicular access.

NOW, THEREFORE, for and in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration paid by Grantee, receipt of which by is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The above Recitals are true and correct and incorporated herein by reference.

2. **Grant of Temporary Easement**. Grantor hereby conveys, grants, bargains and sells unto Grantee, its employees, agents, contractors, and subcontractors (collectively, the "Grantee Parties"), a non-exclusive temporary access easement over, across, under, through and upon the Easement Area for the purposes of providing temporary pedestrian and vehicular (including construction vehicles) access to and from Immokalee Road and the Grantee's Property. Grantee shall use (and shall instruct all of the Grantee Parties to use) the Easement Area to gain access to the Grantee's Property for construction and development purposes.

3. **Reserved Rights**. The easement rights granted herein are non-exclusive in nature. Grantor reserves unto itself the right to use the Easement Area for any purpose not inconsistent with the rights granted herein to Grantee, and Grantee agrees not to unreasonably interfere with Grantor's use of the Easement Area. Grantor reserves the right to grant additional easements and

licenses as it may reasonably deem necessary, over, upon, under, across, and through the Easement Area, provided such easements and licenses do not unreasonably interfere with Grantee's use of the Easement Area.

4. **Duty to Restore**. Grantee will restore to its original condition, to the extent reasonably possible, any portion of the Easement Area that is damaged as a result of the use of the Easement Area by the Grantee Parties.

5. **Use Subject to Laws and Permits**. The Easement is conveyed subject to all existing governmental and agency permits, approvals, requirements, and title encumbrances. Grantee hereby agrees to comply with all applicable requirements of such permits and approvals, as well as any future permits and approvals that apply to the Easement during the term of this Agreement. Additionally, the Easement shall be used by Grantor and Grantee in compliance with all applicable federal, state and local governmental statutes, laws, rules, regulations and ordinances, including, but not limited to, compliance with South Florida Water Management District permits for the Brightshore Village SRA

6. **Relocation**. The location of the Easement Area is initially granted over the lands described and depicted on Exhibit A and Exhibit B attached hereto. However, Grantor shall have the unilateral right to relocate the Easement Area at its commercially reasonable discretion and in good faith in connection with its performance of site-work within the vicinity of the Easement Area, provided that the relocation or alteration does not materially interfere with or impair the benefits and use of the Easement. Grantor warrants that, in the event of any such relocation, a stabilized, unpaved route shall be in place and available for use before Grantor directs Grantee to cease using the prior route. Any relocation or alteration of the Easement Area will be documented by a recorded Amendment to this Agreement, which, upon Grantor's request, Grantee shall promptly execute in recordable form to confirm the relocation of the Easement to the relocated Easement Area and the release of the previously encumbered lands from the Easement. All expenses of such relocation or alteration and for the Amendment of this Agreement shall be borne solely by Hogan.

7. **Damage Deposit**. Concurrently, with the execution hereof, Grantee shall pay a deposit (the "Damage Deposit") to Hogan in the amount of Five Thousand Dollars ($5,000.00) and such deposit shall be held by Hogan and applied towards the cost of repairing any damage to the roads, infrastructure or other portions of the Brightshore Village caused by any of the Grantee Parties (and regardless of where such damage is located). The Damage Deposit shall not limit Grantee's liability for such damage, and if at any time the Damage Deposit is used to repair damage to Brightshore Village infrastructure for which Grantee is liable, Grantee shall replenish the Deposit by no later than ten (10) days after written demand by Hogan. Any portion of the Damage Deposit remaining upon completion of construction of the last residential unit in Grantee's Property will be returned to the Grantee.

8. **Automatic Termination of Easement; Duty to Confirm Upon Request**. The Easement is intended to be temporary in nature. Therefore, this Agreement, and all of the rights granted hereunder shall automatically terminate at such time as construction of the last residential unit within the Grantee's Property has been completed (as evidenced by the issuance of a certificate

of occupancy). Notwithstanding the automatic termination of this Agreement, upon the request of Grantor, Grantee shall promptly execute, in recordable form, an instrument confirming that this Agreement and the Easement granted hereby have terminated.

9. **Insurance**. Prior to accessing the Easement Area, Grantee shall provide Grantor with written evidence that Grantee, for itself and for each of the Grantee Parties accessing the Property, has general commercial liability insurance coverage of not less than $1,000,000 per occurrence/$2,000,000 in the aggregate, naming Grantor as an additional insured on such policy. Grantee agrees to indemnify and hold Grantor harmless from and against any and all damages, losses or claims including, but not limited to, legal fees and expenses, to the extent such damages, losses or claims are attributable to the actions, omissions or negligence in the use of the Easement by Grantee or the Grantee Parties.

10. **Authorization**. By execution below, the undersigned represent that they have been duly authorized by the appropriated body or official of the respective entity to execute this Agreement, and that the respective parties have complied with all requirements of the law, and have full power and authority to comply with the terms and provisions of the Agreement.

11. **Covenant Running with the Land**. The rights and obligations contained herein shall inure to the benefit of the parties herein and shall run with title to the Easement Area and Grantee's Property, and the parties' respective successors in title.

12. **Miscellaneous**. This Agreement shall be governed by the laws of the State of Florida. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent be invalid and unenforceable, the remainder of this Agreement and the application thereof, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term or provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

[*Signatures on following page(s)*]

IN WITNESS WHEREOF, the Grantor and the Grantee have caused these presents to be executed the date and year first above written.

Signed, sealed and delivered
In the presence of:

_____
Witness #1

_____
Printed Name of Witness #1
Address:_____
_____

_____
Witness #2

_____
Printed Name of Witness #2
Address:_____
_____

GRANTOR:

BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT,
a local unit of special purpose government
established pursuant to Fla. Stat. Ch. 190,
located in Collier County, FL

By: _____
_____, as _____

ATTESTATION OF DISTRICT MANAGER:

By:_____
_____, District Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me ___ in person or ____ by online notarization on this _____ day of _____, 2026, by _____, as Chair of a local unit of special purpose government established pursuant to Fla. Stat. Ch. 190, located in Collier County, FL, who is signing on behalf of the District and (__) who is personally known to me or (__) who produced a driver's license as identification.

(Notary Seal)

_____
Notary Public
My Commission Expires:
Printed Name:

GRANTOR:

Hogan Farms, LLC,
a Florida limited liability company

By: Barron Collier Corporation,
a Florida corporation,
its Manager

By: _____
Brian Goguen, Vice President

By: _____
Jeff Sonalia, Vice President

_____
Witness #1

_____
Printed Name of Witness #1
Address:_____
_____

_____
Witness #2

_____
Printed Name of Witness #2
Address:_____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me ___ in person or ____ by online notarization on this _____ day of _____, 2026, by Brian Goguen and Jeff Sonalia, each as Vice President, respectively, of Barron Collier Corporation, a Florida corporation, Manager of Hogan Farms, LLC, a Florida limited liability company, on behalf of the company, and (__) who is personally known to me or (__) who produced a driver's license as identification.

(Notary Seal)

_____
Notary Public
My Commission Expires:
Printed Name:

GRANTEE:

RLC-Brightshore, LLC,
a Texas limited liability company

By: _____
Print Name: _____
Title: _____

_____
Witness #1

_____
Printed Name of Witness #1
Address:_____
_____

_____
Witness #2

_____
Printed Name of Witness #2
Address:_____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me ___ in person or ____ by online notarization on this _____ day of _____, 2026, by _____, as _____ of RLC-Brightshore, LLC, a Texas limited liability company, who is signing on behalf of the company and (__) who is personally known to me or (__) who produced a driver's license as identification.

(Notary Seal)

_____
Notary Public
My Commission Expires:
Printed Name:

Exhibit “A”
Easement Area

Portions of Tracts C-1, C-2, D-1, D-2, FD-1, FD-2, FD-3, L-1, R-3, and R-5, BRIGHTSHORE VILLAGE, according to the plat thereof as recorded in Plat Book 78, Pages 1 through 24, inclusive, of the Public Records of Collier County, Florida.

Exhibit “B”
General Depiction of Easement Area

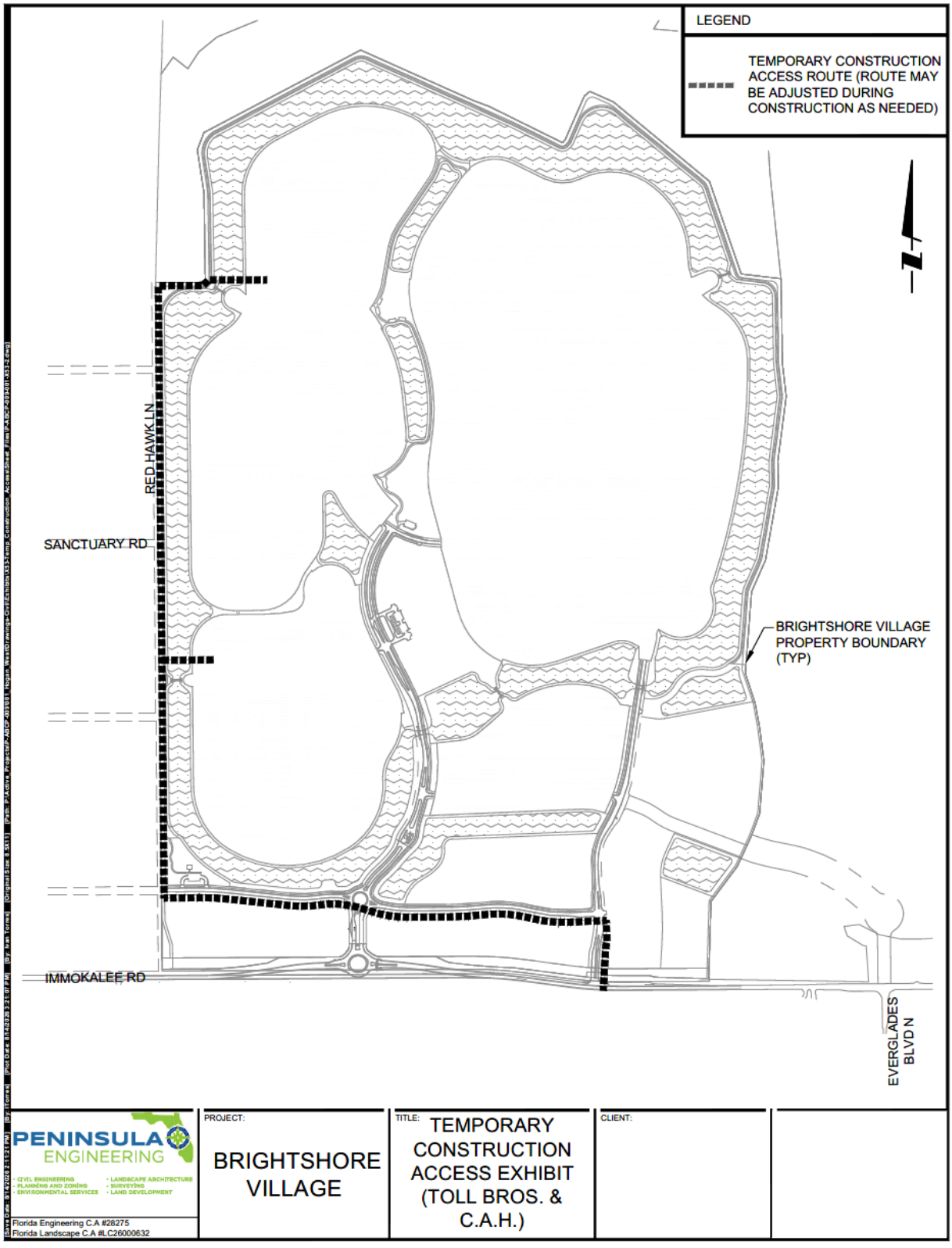


Exhibit “C”
Grantee’s Property

Tract FD-6, BRIGHTSHORE VILLAGE, according to the plat thereof as recorded in Plat Book 78, Pages 1 through 24, inclusive, of the Public Records of Collier County, Florida.

Brightshore
Community Development District

Construction Matters

Toll Brothers

This instrument prepared by:
Matthew L. Grabinski, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail, North, Suite 300
Naples, FL 34103
239.435.3535

TEMPORARY ACCESS EASEMENT AGREEMENT

THIS TEMPORARY ACCESS EASEMENT AGREEMENT ("Agreement") is entered into this _____day of _____, 2026, by Brightshore Community Development District, a local unit of special-purpose government established by Chapter 190, Florida Statutes ("CDD"), Hogan Farms, LLC, a Florida limited liability company ("Hogan") (together, the "Grantor"), and Toll Bros., Inc., a Pennsylvania corporation ("Grantee").

RECITALS:

A. The Grantor is the owner of certain real property as described in Exhibit A and as generally depicted in Exhibit B ("Easement Area"), over which Grantee requires a temporary non-exclusive access easement ("Easement") for the purposes of providing temporary pedestrian and vehicular (including construction vehicles) access to and from Immokalee Road and property owned by Grantee and described in Exhibit C, attached hereto (the "Grantee's Property").

B. Grantor is willing to grant the Easement as contemplated above together with access rights for Grantees' employees, agents, contractors and subcontractors to use the Easement Area for pedestrian and vehicular access.

NOW, THEREFORE, for and in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration paid by Grantee, receipt of which by is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The above Recitals are true and correct and incorporated herein by reference.

2. **Grant of Temporary Easement**. Grantor hereby conveys, grants, bargains and sells unto Grantee, its employees, agents, contractors, and subcontractors (collectively, the "Grantee Parties"), a non-exclusive temporary access easement over, across, under, through and upon the Easement Area for the purposes of providing temporary pedestrian and vehicular (including construction vehicles) access to and from Immokalee Road and the Grantee's Property. Grantee shall use (and shall instruct all of the Grantee Parties to use) the Easement Area to gain access to the Grantee's Property for construction and development purposes.

3. **Reserved Rights**. The easement rights granted herein are non-exclusive in nature. Grantor reserves unto itself the right to use the Easement Area for any purpose not inconsistent with the rights granted herein to Grantee, and Grantee agrees not to unreasonably interfere with Grantor's use of the Easement Area. Grantor reserves the right to grant additional easements and

licenses as it may reasonably deem necessary, over, upon, under, across, and through the Easement Area, provided such easements and licenses do not unreasonably interfere with Grantee's use of the Easement Area.

4. **Duty to Restore**. Grantee will restore to its original condition, to the extent reasonably possible, any portion of the Easement Area that is damaged as a result of the use of the Easement Area by the Grantee Parties.

5. **Use Subject to Laws and Permits**. The Easement is conveyed subject to all existing governmental and agency permits, approvals, requirements, and title encumbrances. Grantee hereby agrees to comply with all applicable requirements of such permits and approvals, as well as any future permits and approvals that apply to the Easement during the term of this Agreement. Additionally, the Easement shall be used by Grantor and Grantee in compliance with all applicable federal, state and local governmental statutes, laws, rules, regulations and ordinances, including, but not limited to, compliance with South Florida Water Management District permits for the Brightshore Village SRA

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7. **Damage Deposit**. Concurrently, with the execution hereof, Grantee shall pay a deposit (the "Damage Deposit") to Hogan in the amount of Five Thousand Dollars ($5,000.00) and such deposit shall be held by Hogan and applied towards the cost of repairing any damage to the roads, infrastructure or other portions of the Brightshore Village caused by any of the Grantee Parties (and regardless of where such damage is located). The Damage Deposit shall not limit Grantee's liability for such damage, and if at any time the Damage Deposit is used to repair damage to Brightshore Village infrastructure for which Grantee is liable, Grantee shall replenish the Deposit by no later than ten (10) days after written demand by Hogan. Any portion of the Damage Deposit remaining upon completion of construction of the last residential unit in Grantee's Property will be returned to the Grantee.

8. **Automatic Termination of Easement; Duty to Confirm Upon Request**. The Easement is intended to be temporary in nature. Therefore, this Agreement, and all of the rights granted hereunder shall automatically terminate at such time as construction of the last residential unit within the Grantee's Property has been completed (as evidenced by the issuance of a certificate

of occupancy). Notwithstanding the automatic termination of this Agreement, upon the request of Grantor, Grantee shall promptly execute, in recordable form, an instrument confirming that this Agreement and the Easement granted hereby have terminated.

9. **Insurance**. Prior to accessing the Easement Area, Grantee shall provide Grantor with written evidence that Grantee, for itself and for each of the Grantee Parties accessing the Property, has general commercial liability insurance coverage of not less than $1,000,000 per occurrence/$2,000,000 in the aggregate, naming Grantor as an additional insured on such policy. Grantee agrees to indemnify and hold Grantor harmless from and against any and all damages, losses or claims including, but not limited to, legal fees and expenses, to the extent such damages, losses or claims are attributable to the actions, omissions or negligence in the use of the Easement by Grantee or the Grantee Parties.

10. **Authorization**. By execution below, the undersigned represent that they have been duly authorized by the appropriated body or official of the respective entity to execute this Agreement, and that the respective parties have complied with all requirements of the law, and have full power and authority to comply with the terms and provisions of the Agreement.

11. **Covenant Running with the Land**. The rights and obligations contained herein shall inure to the benefit of the parties herein and shall run with title to the Easement Area and Grantee's Property, and the parties' respective successors in title.

12. **Miscellaneous**. This Agreement shall be governed by the laws of the State of Florida. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent be invalid and unenforceable, the remainder of this Agreement and the application thereof, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term or provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

[*Signatures on following page(s)*]

IN WITNESS WHEREOF, the Grantor and the Grantee have caused these presents to be executed the date and year first above written.

Signed, sealed and delivered
In the presence of:

_____
Witness #1

_____
Printed Name of Witness #1
Address:_____
_____

_____
Witness #2

_____
Printed Name of Witness #2
Address:_____
_____

GRANTOR:

BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT,
a local unit of special purpose government
established pursuant to Fla. Stat. Ch. 190,
located in Collier County, FL

By: _____
_____, as _____

ATTESTATION OF DISTRICT MANAGER:

By:_____
_____, District Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me ___ in person or ____ by online notarization on this _____ day of _____, 2026, by _____, as Chair of a local unit of special purpose government established pursuant to Fla. Stat. Ch. 190, located in Collier County, FL, who is signing on behalf of the District and (__) who is personally known to me or (__) who produced a driver's license as identification.

(Notary Seal)

_____
Notary Public
My Commission Expires:
Printed Name:

GRANTOR:

Hogan Farms, LLC,
a Florida limited liability company

By: Barron Collier Corporation,
a Florida corporation,
its Manager

By: _____
Brian Goguen, Vice President

By: _____
Jeff Sonalia, Vice President

_____
Witness #1

_____
Printed Name of Witness #1
Address:_____
_____

_____
Witness #2

_____
Printed Name of Witness #2
Address:_____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me ___ in person or ____ by online notarization on this _____ day of _____, 2026, by Brian Goguen and Jeff Sonalia, each as Vice President, respectively, of Barron Collier Corporation, a Florida corporation, Manager of Hogan Farms, LLC, a Florida limited liability company, on behalf of the company, and (__) who is personally known to me or (__) who produced a driver's license as identification.

(Notary Seal)

_____
Notary Public
My Commission Expires:
Printed Name:

GRANTEE:

Toll Bros., Inc.,
a Pennsylvania corporation

By: _____
Print Name: _____
Title: _____

_____
Witness #1

_____
Printed Name of Witness #1
Address:_____
_____

_____
Witness #2

_____
Printed Name of Witness #2
Address:_____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me ___ in person or ____ by online notarization on this _____ day of _____, 2026, by _____, as _____ of Toll Bros., Inc., a Pennsylvania corporation, who is signing on behalf of the corporation and (__) who is personally known to me or (__) who produced a driver's license as identification.

(Notary Seal)

_____
Notary Public
My Commission Expires:
Printed Name:

Exhibit “A”
Easement Area

Portions of Tracts C-1, C-2, D-1, D-2, FD-1, FD-2, FD-3, L-1, R-3, and R-5, BRIGHTSHORE VILLAGE, according to the plat thereof as recorded in Plat Book 78, Pages 1 through 24, inclusive, of the Public Records of Collier County, Florida.

Exhibit “B”
General Depiction of Easement Area

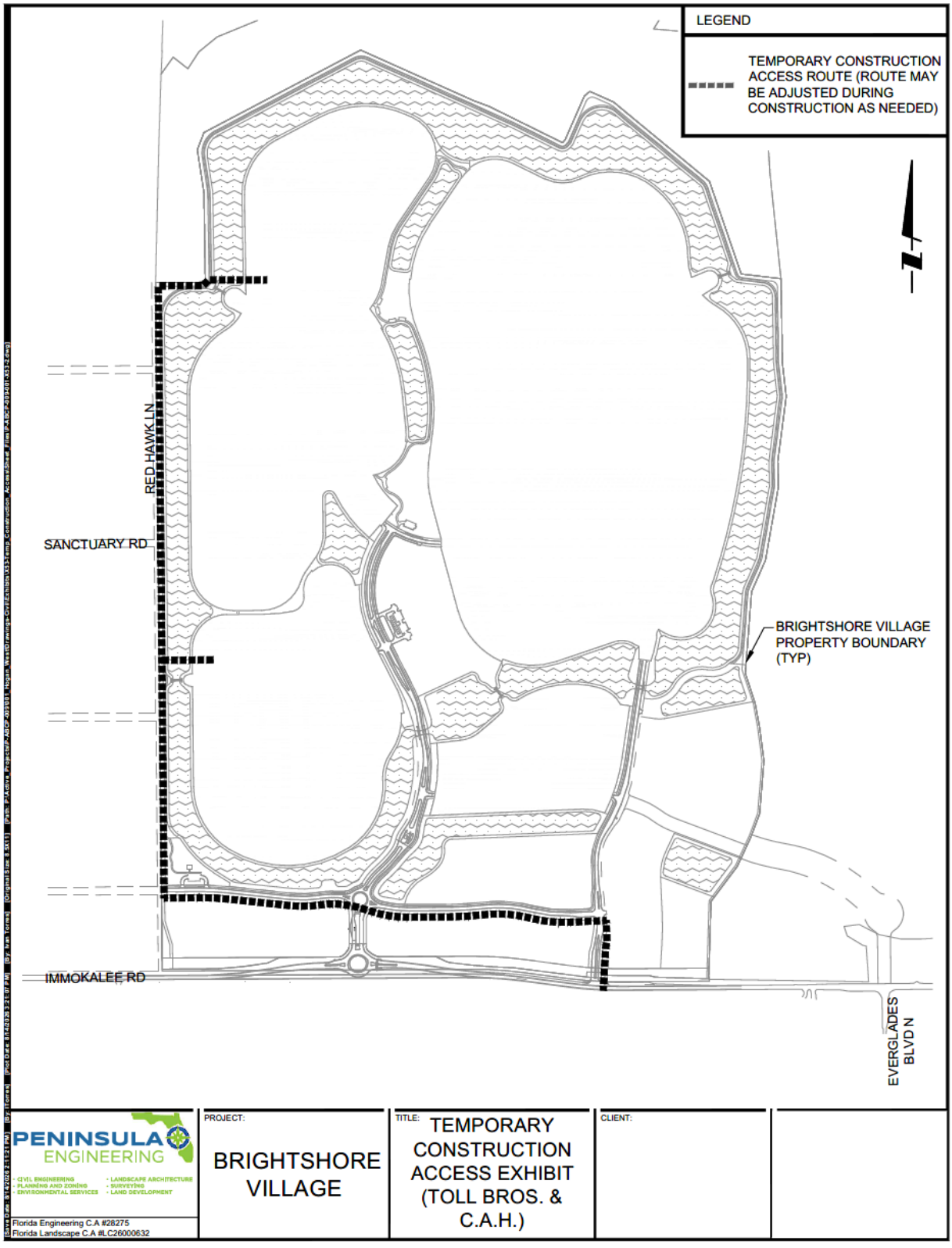


Exhibit “C”
Grantee’s Property

Tract FD-7, BRIGHTSHORE VILLAGE, according to the plat thereof as recorded in Plat Book 78, Pages 1 through 24, inclusive, of the Public Records of Collier County, Florida.

Brightshore
Community Development District

Construction Matters

Pulte Homes

This instrument prepared by:
Matthew L. Grabinski, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail, North, Suite 300
Naples, FL 34103
239.435.3535

TEMPORARY ACCESS EASEMENT AGREEMENT

THIS TEMPORARY ACCESS EASEMENT AGREEMENT ("Agreement") is entered into this _____day of _____, 2026, by Brightshore Community Development District, a local unit of special-purpose government established by Chapter 190, Florida Statutes ("CDD"), Hogan Farms, LLC, a Florida limited liability company ("Hogan") (together, the "Grantor"), and Pulte Home Company, LLC, a Michigan limited liability company ("Grantee").

RECITALS:

A. The Grantor is the owner of certain real property as described in Exhibit A and as generally depicted in Exhibit B ("Easement Area"), over which Grantee requires a temporary non-exclusive access easement ("Easement") for the purposes of providing temporary pedestrian and vehicular (including construction vehicles) access to and from Immokalee Road and property owned by Grantee and described in Exhibit C, attached hereto (the "Grantee's Property").

B. Grantor is willing to grant the Easement as contemplated above together with access rights for Grantees' employees, agents, contractors and subcontractors to use the Easement Area for pedestrian and vehicular access.

NOW, THEREFORE, for and in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration paid by Grantee, receipt of which by is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The above Recitals are true and correct and incorporated herein by reference.

2. **Grant of Temporary Easement**. Grantor hereby conveys, grants, bargains and sells unto Grantee, its employees, agents, contractors, and subcontractors (collectively, the "Grantee Parties"), a non-exclusive temporary access easement over, across, under, through and upon the Easement Area for the purposes of providing temporary pedestrian and vehicular (including construction vehicles) access to and from Immokalee Road and the Grantee's Property. Grantee shall use (and shall instruct all of the Grantee Parties to use) the Easement Area to gain access to the Grantee's Property for construction and development purposes.

3. **Reserved Rights**. The easement rights granted herein are non-exclusive in nature. Grantor reserves unto itself the right to use the Easement Area for any purpose not inconsistent with the rights granted herein to Grantee, and Grantee agrees not to unreasonably interfere with Grantor's use of the Easement Area. Grantor reserves the right to grant additional easements and

licenses as it may reasonably deem necessary, over, upon, under, across, and through the Easement Area, provided such easements and licenses do not unreasonably interfere with Grantee's use of the Easement Area.

4. **Duty to Restore**. Grantee will restore to its original condition, to the extent reasonably possible, any portion of the Easement Area that is damaged as a result of the use of the Easement Area by the Grantee Parties.

5. **Use Subject to Laws and Permits**. The Easement is conveyed subject to all existing governmental and agency permits, approvals, requirements, and title encumbrances. Grantee hereby agrees to comply with all applicable requirements of such permits and approvals, as well as any future permits and approvals that apply to the Easement during the term of this Agreement. Additionally, the Easement shall be used by Grantor and Grantee in compliance with all applicable federal, state and local governmental statutes, laws, rules, regulations and ordinances, including, but not limited to, compliance with South Florida Water Management District permits for the Brightshore Village SRA

6. **Relocation**. The location of the Easement Area is initially granted over the lands described and depicted on Exhibit A and Exhibit B attached hereto. However, Grantor shall have the unilateral right to relocate the Easement Area at its commercially reasonable discretion and in good faith in connection with its performance of site-work within the vicinity of the Easement Area, provided that the relocation or alteration does not materially interfere with or impair the benefits and use of the Easement. Grantor warrants that, in the event of any such relocation, a stabilized, unpaved route shall be in place and available for use before Grantor directs Grantee to cease using the prior route. Any relocation or alteration of the Easement Area will be documented by a recorded Amendment to this Agreement, which, upon Grantor's request, Grantee shall promptly execute in recordable form to confirm the relocation of the Easement to the relocated Easement Area and the release of the previously encumbered lands from the Easement. All expenses of such relocation or alteration and for the Amendment of this Agreement shall be borne solely by Hogan.

7. **Damage Deposit**. Concurrently, with the execution hereof, Grantee shall pay a deposit (the "Damage Deposit") to Hogan in the amount of Five Thousand Dollars ($5,000.00) and such deposit shall be held by Hogan and applied towards the cost of repairing any damage to the roads, infrastructure or other portions of the Brightshore Village caused by any of the Grantee Parties (and regardless of where such damage is located). The Damage Deposit shall not limit Grantee's liability for such damage, and if at any time the Damage Deposit is used to repair damage to Brightshore Village infrastructure for which Grantee is liable, Grantee shall replenish the Deposit by no later than ten (10) days after written demand by Hogan. Any portion of the Damage Deposit remaining upon completion of construction of the last residential unit in Grantee's Property will be returned to the Grantee.

8. **Automatic Termination of Easement; Duty to Confirm Upon Request**. The Easement is intended to be temporary in nature. Therefore, this Agreement, and all of the rights granted hereunder shall automatically terminate at such time as construction of the last residential unit within the Grantee's Property has been completed (as evidenced by the issuance of a certificate

of occupancy). Notwithstanding the automatic termination of this Agreement, upon the request of Grantor, Grantee shall promptly execute, in recordable form, an instrument confirming that this Agreement and the Easement granted hereby have terminated.

9. **Insurance**. Prior to accessing the Easement Area, Grantee shall provide Grantor with written evidence that Grantee, for itself and for each of the Grantee Parties accessing the Property, has general commercial liability insurance coverage of not less than $1,000,000 per occurrence/$2,000,000 in the aggregate, naming Grantor as an additional insured on such policy. Grantee agrees to indemnify and hold Grantor harmless from and against any and all damages, losses or claims including, but not limited to, legal fees and expenses, to the extent such damages, losses or claims are attributable to the actions, omissions or negligence in the use of the Easement by Grantee or the Grantee Parties.

10. **Authorization**. By execution below, the undersigned represent that they have been duly authorized by the appropriated body or official of the respective entity to execute this Agreement, and that the respective parties have complied with all requirements of the law, and have full power and authority to comply with the terms and provisions of the Agreement.

11. **Covenant Running with the Land**. The rights and obligations contained herein shall inure to the benefit of the parties herein and shall run with title to the Easement Area and Grantee's Property, and the parties' respective successors in title.

12. **Miscellaneous**. This Agreement shall be governed by the laws of the State of Florida. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent be invalid and unenforceable, the remainder of this Agreement and the application thereof, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term or provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

[*Signatures on following page(s)*]

IN WITNESS WHEREOF, the Grantor and the Grantee have caused these presents to be executed the date and year first above written.

Signed, sealed and delivered
In the presence of:

_____
Witness #1

_____
Printed Name of Witness #1
Address:_____
_____

_____
Witness #2

_____
Printed Name of Witness #2
Address:_____
_____

GRANTOR:

BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT,
a local unit of special purpose government
established pursuant to Fla. Stat. Ch. 190,
located in Collier County, FL

By: _____
_____, as _____

ATTESTATION OF DISTRICT MANAGER:

By:_____
_ _____, District Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me ___ in person or ____ by online notarization on this _____ day of _____, 2026, by _____, as Chair of a local unit of special purpose government established pursuant to Fla. Stat. Ch. 190, located in Collier County, FL, who is signing on behalf of the District and (__) who is personally known to me or (__) who produced a driver's license as identification.

(Notary Seal)

_____
Notary Public
My Commission Expires:
Printed Name:

GRANTOR:

Hogan Farms, LLC,
a Florida limited liability company

By: Barron Collier Corporation,
a Florida corporation,
its Manager

By: _____
Brian Goguen, Vice President

By: _____
Jeff Sonalia, Vice President

_____
Witness #1

_____
Printed Name of Witness #1
Address:_____
_____

_____
Witness #2

_____
Printed Name of Witness #2
Address:_____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me ___ in person or ____ by online notarization on this _____ day of _____, 2026, by Brian Goguen and Jeff Sonalia, each as Vice President, respectively, of Barron Collier Corporation, a Florida corporation, Manager of Hogan Farms, LLC, a Florida limited liability company, on behalf of the company, and (__) who is personally known to me or (__) who produced a driver's license as identification.

(Notary Seal)

_____
Notary Public
My Commission Expires:
Printed Name:

GRANTEE:

Pulte Home Company, LLC,
a Michigan limited liability company

By: _____
Print Name: _____
Title: _____

_____
Witness #1

_____
Printed Name of Witness #1
Address:_____
_____

_____
Witness #2

_____
Printed Name of Witness #2
Address:_____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me ___ in person or ____ by online notarization on this _____ day of _____, 2026, by _____, as _____ of Pulte Home Company, LLC, a Michigan limited liability company, who is signing on behalf of the company and (__) who is personally known to me or (__) who produced a driver's license as identification.

(Notary Seal)

_____
Notary Public
My Commission Expires:
Printed Name:

Exhibit “A”
Easement Area

Portions of Tracts C-3, C-4, C-5, D-3, FD-3, L-1, R-3, and R-5, BRIGHTSHORE VILLAGE, according to the plat thereof as recorded in Plat Book 78, Pages 1 through 24, inclusive, of the Public Records of Collier County, Florida.

Exhibit “B”
General Depiction of Easement Area

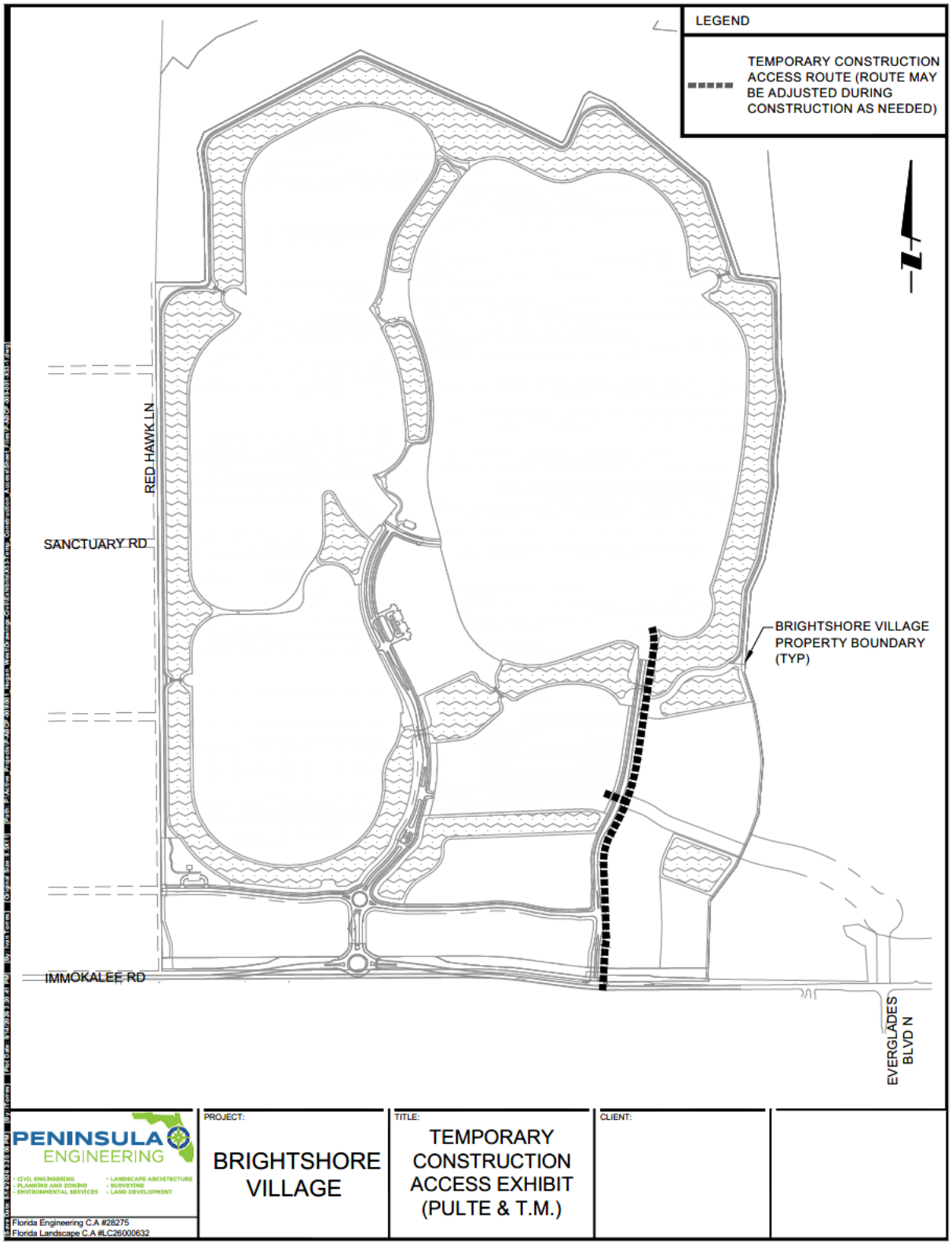


Exhibit “C”
Grantee’s Property

Tract FD-8, BRIGHTSHORE VILLAGE, according to the plat thereof as recorded in Plat Book 78, Pages 1 through 24, inclusive, of the Public Records of Collier County, Florida.

Brightshore
Community Development District

Construction Matters

Discussion of Updates on Construction Projects

Brightshore
Community Development District

Financing Matters

Ratification of Purchase Requisition Form
with Heritage Landscape Supply

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: Keith Lamb

ADDRESS: 300 Central Park Drive, Sanford, FL 32771

TELEPHONE NUMBER: 407-995-9095

2. Manufacturer or brand, model or specification number of the item. **See Exhibit "A" Purchase Order**
3. Quantity needed as estimated by CONTRACTOR. **See Exhibit "A" Purchase Order**
4. The price quoted by the supplier for the construction materials identified above. **See Exhibit "A" Purchase Order**
5. The sales tax associated with the price quote. $ **0**
6. Shipping and handling insurance cost. **See attached**
7. Delivery dates as established by Contractor. **Delivery will be coordinated as Materials are needed onsite.**

Heritage Landscape Supply

By: Keith Lamb

Its: HLS Territory Manager

Date: August 3, 2026

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

By: Nick Casalanguida

Its: Chairperson

Date: AUGUST 10, 2026

PURCHASE ORDER

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

	"Owner"		**"Seller"**
Owner:	Brightshore Community Development District	Seller:	Heritage Landscape Supply
Address:	3501 Quadrangle Boulevard, Suite 270 Orlando, FL 32817	Address:	300 Central Park Drive, Sanford, FL 32771
Phone:	(407) 723-5900	Phone:	407-995-9095

"Project"

Project Name:	Brightshore Community Development District Utility and Drainage Construction Project	Contract Date:	March 2, 2026
Project Address:	20927 Immokalee Road Naples FL 34142		

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A.**
Schedule – The Goods shall be delivered is multiple shipments based on material need. Ferguson to work directly with the CDD and the CDD's Contractor on delivery schedule.
Price – $ 452,208.00

Certificate of Exemption # 85-8019089570C-0

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
Owner
By:
Name: Nick Casalanguida
Title: Chairperson
Date Executed: August 10, 2026

Heritage Landscape Supply
Seller
By:
Name: Keith Lamb
Title: HLS Territory Manager
Date Executed: August 3, 2026

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

Brightshore
Community Development District

Financing Matters

Ratification of Requisition Nos. 10 & 11

FORM OF REQUISITION FOR SERIES 2026 PROJECT

The undersigned, an Authorized Officer of Brightshore Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of March 1, 2026 (the "Master Indenture"), as supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of March 1, 2026 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 10

(B) Name of Payees: Quality Precast Solutions
Foley Products Company
Ferguson US Holdings, Inc.
Peninsula Improvement Corporation
Hogan Farms LLC

(C) Amount Payable: $456,092.98 Broken Down as follows:

Check payable to:	Number of Invoices	Invoive Date Range	Invoice Date	CDD Amt. Due
QUALITY PRECAST SOLUTIONS LLC	7	07/14/2026 to 07/24/2026		$52,022.53
FOLEY PRODUCTS COMPANY	20	7/16/2026 to 07/28/2026		$151,735.00
FERGUSON US HOLDINGS INC	5	7/14/2026 to 07/16/2026		$233,421.24
			SUBTOTAL:	**$437,178.77**

Check payable to: (Separate Checks)		Invoice Number	Invoice Date	CDD Amt. Due
PENINSULA ENGINEERING		ENG-0004429/CDD	6/26/2026	$18,793.38
HOGAN FARMS LLC		INV00024	6/30/2026	$120.83
			SUBTOTAL:	**$18,914.21**

REQ. #10 TOTAL:	**$456,092.98**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state costs of issuance, if applicable): Not applicable.

(E) Fund or Account and subaccount, if any, from which disbursement to be made: 299303005 Brightshore CDD 2026 Acquisition & Construction Fund

The undersigned hereby certifies that:

■ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2026 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2026 Project and each represents a Cost of the Series 2026 Project that has not previously been paid out of such Account;

OR

☐ this requisition is for costs of issuance payable from the Series 2026 Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

(Rest of Page left intentionally blank)

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Authorized Officer
Requisition No.: 10

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Series 2026 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2026 Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Series 2026 Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

_____
Consulting Engineer
Requisition No.: 10

FORM OF REQUISITION FOR SERIES 2026 PROJECT

The undersigned, an Authorized Officer of Brightshore Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of March 1, 2026 (the "Master Indenture"), as supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of March 1, 2026 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 11

(B) Name of Payees: Quality Precast Solutions
Foley Products Company
Ferguson US Holdings, Inc.
Peninsula Improvement Corporation
Hogan Farms LLC

(C) Amount Payable: $361,895.25 Broken Down as follows:

Check payable to:	Number of Invoices	Invoive Date Range	Invoice Date	CDD Amt. Due
QUALITY PRECAST SOLUTIONS LLC	2	08/03/2026 to 08/06/2026		$ 15,509.40
FOLEY PRODUCTS COMPANY	34	07/29/2026 to 08/11/2026		$ 245,848.64
FERGUSON US HOLDINGS INC	3	07/14/2026 to 08/06/2026		$ 76,154.80
			SUBTOTAL:	$ 337,512.84

Check payable to: (Separate Checks)		Invoice Number	Invoice Date	CDD Amt. Due
PENINSULA IMPROVEMENT CORP		GC-0004453	7/17/2026	$ 22,157.28
HOGAN FARMS LLC		INV00025	7/31/2026	$ 94.50
PENINSULA IMPROVEMENT CORP		INV06663	7/31/2026	$ 2,130.63
			SUBTOTAL:	$ 24,382.41

REQ. #11 TOTAL:	$ 361,895.25

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state costs of issuance, if applicable): Not applicable.

(E) Fund or Account and subaccount, if any, from which disbursement to be made: 299303005 Brightshore CDD 2026 Acquisition & Construction Fund

The undersigned hereby certifies that:

■ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2026 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2026 Project and each represents a Cost of the Series 2026 Project that has not previously been paid out of such Account;

OR

☐ this requisition is for costs of issuance payable from the Series 2026 Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

(Rest of Page left intentionally blank)

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Authorized Officer
Requisition No.: 11

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Series 2026 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2026 Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Series 2026 Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

_____
Consulting Engineer
Requisition No.: 11

Brightshore
Community Development District

Financing Matters

Review and Acceptance of July Monthly Financials

Brightshore CDD

July 2026 Financial Report

July 31, 2026

PFM Management Services LLC
3501 Quadrangle Blvd., Suite 270
Orlando, Florida 32817
Tel: 407-723-5900

Brightshore CDD
Statement of Financial Position
As of 7/31/2026

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
Assets					
Current Assets					
General Checking Account	$ 72,259.09				$ 72,259.09
Due From Other Funds	35,261.87				35,261.87
Dividends Receivable		$ 11,802.81			11,802.81
Series 2026 Debt Service Reserve		1,176,841.25			1,176,841.25
Series 2026 Revenue		52.43			52.43
Series 2026 Capitalized Interest		2,798,182.64			2,798,182.64
Dividends Receivable			$ 56,132.63		56,132.63
Series 2026 Acquisition/Construction			18,217,932.23		18,217,932.23
Series 2026 Cost of Issuance Bond			4,747.68		4,747.68
Total Current Assets	$ 107,520.96	$ 3,986,879.13	$ 18,278,812.54	$ -	$ 22,373,212.63
Investments					
Amount Available in Debt Service Funds				$ 3,975,076.32	$ 3,975,076.32
Amount To Be Provided				30,484,923.68	30,484,923.68
Total Investments	$ -	$ -	$ -	$ 34,460,000.00	$ 34,460,000.00
Total Assets	$ 107,520.96	$ 3,986,879.13	$ 18,278,812.54	$ 34,460,000.00	$ 56,833,212.63
Liabilities and Net Assets					
Current Liabilities					
Deferred Revenue	$ 396.00				$ 396.00
Retainage Payable			$ 18,061.11		18,061.11
Due To Other Funds			35,261.87		35,261.87
Total Current Liabilities	$ 396.00	$ -	$ 53,322.98	$ -	$ 53,718.98
Long Term Liabilities					
Revenue Bonds Payable - Long-Term				$ 34,460,000.00	$ 34,460,000.00
Total Long Term Liabilities	$ -	$ -	$ -	$ 34,460,000.00	$ 34,460,000.00
Total Liabilities	$ 396.00	$ -	$ 53,322.98	$ 34,460,000.00	$ 34,513,718.98
Net Assets					
Net Assets - General Government	$ 39,075.94				$ 39,075.94
Current Year Net Assets - General Government	68,049.02				68,049.02
Current Year Net Assets, Unrestricted		$ 3,986,879.13			3,986,879.13
Net Assets, Unrestricted			$ 9,608.45		9,608.45
Current Year Net Assets, Unrestricted			18,215,881.11		18,215,881.11
Total Net Assets	$ 107,124.96	$ 3,986,879.13	$ 18,225,489.56	$ -	$ 22,319,493.65
Total Liabilities and Net Assets	$ 107,520.96	$ 3,986,879.13	$ 18,278,812.54	$ 34,460,000.00	$ 56,833,212.63

Brightshore CDD
Statement of Activities
As of 7/31/2026

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
Revenues					
Developer Contributions	$ 151,475.00				$ 151,475.00
Inter-Fund Group Transfers In	29.57	$ 52,052.22			52,081.79
Debt Proceeds		4,940,505.92			4,940,505.92
Inter-Fund Transfers In			$ (52,081.79)		(52,081.79)
Debt Proceeds			29,519,494.08		29,519,494.08
Total Revenues	$ 151,504.57	$ 4,992,558.14	$ 29,467,412.29	$ -	$ 34,611,475.00
Expenses					
Public Officials Liability Insurance	$ 3,032.00				$ 3,032.00
Management	37,250.00				37,250.00
Engineering	10,940.00				10,940.00
District Counsel	16,176.80				16,176.80
Assessment Administration	1,250.00				1,250.00
Professional Services, Accounting	5,035.00				5,035.00
Audit	3,700.00				3,700.00
Legal Advertising	1,384.69				1,384.69
Miscellaneous	232.06				232.06
Web Site Maintenance	1,800.00				1,800.00
Dues, Licenses, and Fees	175.00				175.00
General Liability Insurance	2,480.00				2,480.00
Interest Payments - Series 2026		$ 255,054.17			255,054.17
Other Debt Service Costs		806,025.50			806,025.50
Trustee Services			$ 6,750.00		6,750.00
Management			10,000.00		10,000.00
Engineering			35,928.75		35,928.75
District Counsel			73,387.00		73,387.00
Trustee Counsel			6,500.00		6,500.00
Bond Counsel			45,000.00		45,000.00
Assessment Administration			15,000.00		15,000.00
Bank Fees			160.00		160.00
Other Debt Service Costs			2,500.00		2,500.00
Capital Expenditures			11,389,602.80		11,389,602.80
Total Expenses	$ 83,455.55	$ 1,061,079.67	$ 11,584,828.55	$ -	$ 12,729,363.77
Other Revenues (Expenses) & Gains (Losses)					
Dividend Income		$ 55,400.66			$ 55,400.66
Dividend Income			$ 333,297.37		333,297.37
Total Other Revenues (Expenses) & Gains (Losses)	$ -	$ 55,400.66	$ 333,297.37	$ -	$ 388,698.03
Change In Net Assets	$ 68,049.02	$ 3,986,879.13	$ 18,215,881.11	$ -	$ 22,270,809.26
Net Assets At Beginning Of Year	$ 39,075.94	$ -	$ 9,608.45	$ -	$ 48,684.39
Net Assets At End Of Year	$ 107,124.96	$ 3,986,879.13	$ 18,225,489.56	$ -	$ 22,319,493.65

Brightshore CDD
Budget to Actual
For the Month Ending 07/31/2026

	YTD Actual	YTD Budget	YTD Variance	FY 2026 Adopted Budget	Percentage Spent
Revenues					
Developer Contributions	$ 151,475.00	$ 126,229.17	$ 25,245.83	$ 151,475.00	100.00%
Net Revenues	**$ 151,475.00**	**$ 126,229.17**	**$ 25,245.83**	**$ 151,475.00**	**100.00%**
General & Administrative Expenses					
Public Officials' Liability Insurance	$ 3,032.00	$ 2,916.67	$ 115.33	$ 3,500.00	86.63%
Management	37,250.00	35,000.00	2,250.00	42,000.00	88.69%
Engineering	10,940.00	16,666.67	(5,726.67)	20,000.00	54.70%
District Counsel	16,176.80	33,333.33	(17,156.53)	40,000.00	40.44%
Assessment Administration	1,250.00	15,416.67	(14,166.67)	18,500.00	6.76%
Professional Services, Accounting	5,035.00	5,000.00	35.00	6,000.00	83.92%
Audit	3,700.00	5,833.33	(2,133.33)	7,000.00	52.86%
Legal Advertising	1,384.69	6,250.00	(4,865.31)	7,500.00	18.46%
Miscellaneous	232.06	416.67	(184.61)	500.00	46.41%
Web Site Maintenance	1,800.00	2,500.00	(700.00)	3,000.00	60.00%
Dues, Licenses, and Fees	175.00	145.83	29.17	175.00	100.00%
General Insurance	2,480.00	2,750.00	(270.00)	3,300.00	75.15%
Total General & Administrative Expenses	**$ 83,455.55**	**$ 126,229.17**	**$ (42,773.62)**	**$ 151,475.00**	**55.10%**
Total Expenses	**$ 83,455.55**	**$ 126,229.17**	**$ (42,773.62)**	**$ 151,475.00**	**55.10%**
Income (Loss) from Operations	**$ 68,019.45**	**$ -**	**$ 68,019.45**	**$ -**	
Other Income (Expense)					
Interest Income	$ -	$ -	$ -	$ -	
Total Other Income (Expense)	**$ -**	**$ -**	**$ -**	**$ -**	
Net Income (Loss)	**$ 68,019.45**	**$ -**	**$ 68,019.45**	**$ -**	