

**SUPPLEMENTAL DECLARATION OF COVENANTS
FOR THE
OWNERS COUNCIL OF SPRUCE CREEK SOUTH**

This Supplemental Declaration of Covenants for the Owners Council of Spruce Creek South (“Supplemental Declaration”) is hereby adopted this ____ day of _____ 2023 by Spruce Creek Golf, LLC, a Florida limited liability company and joined by Spruce Creek Owners Council, Inc.:

WITNESSETH:

WHEREAS, the Owners Council of Spruce Creek South, Inc. (“Council”) is a Florida not for profit corporation created under Florida Statute 617, to serve as the representative of the parcel owners at Spruce Creek South for the purposes hereinafter described, whose membership shall be composed of the parcel owners in all twenty (20) platted subdivisions (“Subdivisions”) of the Spruce Creek South community located in Marion County, Florida (“Spruce Creek South”); and

WHEREAS, Spruce Creek South also includes certain appurtenances and common areas consisting of open areas, recreational amenities, rights-of-way, use rights, easements and improvements (“appurtenances and common areas”), which appurtenances and common areas are provided for the exclusive use by all the parcel owners and occupants of the Subdivisions of Spruce Creek South; and

WHEREAS, Spruce Creek Golf, LLC, a Florida limited liability company (“Developer”), is the fee simple owner of the appurtenances and common areas and service provider pursuant to the *Twentieth* Amended Declaration of Protective Deed Restrictions and Covenants for Spruce Creek South (“Restrictions and Covenants”) that provide for the availability of the appurtenances and common areas and provide for the maintenance and management of said appurtenances and common areas; and

WHEREAS, the Developer, consistent with the provisions of Article X of the Restrictions and Covenants, and the Council (collectively, the “Parties”) desire to further define and clarify the rights, uses and responsibilities concerning the appurtenances and common areas and to clarify and modify the Restrictions and Covenants as hereinafter provided; and

WHEREAS, the Developer with the consent and approval of the Council and with the full power and authority to do so, hereby exercises its right and authority under Articles XI of the Restrictions and Covenants to amend said Restrictions and Covenants by adding the terms and conditions in this Supplemental Declaration to the terms and conditions of the Restrictions and Covenants.

NOW THEREFORE, for and in consideration of the compensation provided for in the SDCs, the Parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.
2. Primary Interface. The Board of Directors of the Council shall serve as the primary interface between the Subdivisions in Spruce Creek South and their parcel owners and occupants and the Developer and its designated management company. The interface shall provide for the transparent cooperation and cost-effective maintenance of the appurtenances and common areas. The interface shall also serve to promote the health, welfare, common good and betterment of Spruce Creek South and its parcel owners and occupants pursuant to this Supplemental Declaration and the Restrictions and Covenants; and
3. Exclusive Use. The Parties acknowledge and agree that the appurtenances and common areas are for the exclusive use and benefit of the parcel owners and occupants of the Spruce Creek South parcels.
4. Council Responsibilities. Consistent with the provisions of its Articles of Incorporation, attached hereto and made a part hereof as Exhibit "A," and Bylaws, a copy of which is attached hereto and made a part hereof as Exhibit "B", the Parties agree that:
 - a) Rules and Regulations. The Board of Directors of the Council shall coordinate with the Developer and its designated management company for the uniform enforcement of rules, regulations, and policies for the access to and use of the appurtenances and common areas for the benefit of all the parcel owners in Spruce Creek South and to promote the common interests, health, welfare, common good and betterment of Spruce Creek South. Enforcement shall be pursuant to the procedures in Section 720.311, F.S.; and the Developer and its designated management company shall provide a quarterly report of complaints filed and the status of the uniform enforcement of rules, regulations, and policies.
 - b) Maintenance Funding. The Board of Directors of the Council shall provide recommendations and support for the funding of the maintenance and upkeep of the appurtenances and common areas for the benefit of the parcel owners of Spruce Creek South; and
 - c) Architectural Review. The Board of Directors of the Council shall appoint the members of the Architectural Review Committee and in coordination with the Developer shall, consistent with the provisions of Section 720.3035, F.S., establish written policies relating to the architectural review of improvements to parcels and modifications to the exterior of buildings on parcels that are consistent with the covenants and restrictions and to facilitate the uniform aesthetics and common good and betterment for the residents of Spruce Creek South.

d) Regular Meetings. The Board of Directors of the Council shall maintain a regular schedule of meetings and maintain an open and transparent dialogue with the Developer; and

e) Reporting. The Board of Directors of the Council shall provide periodic reporting and relevant information to the parcel owners of the Subdivisions of Spruce Creek South concerning the appurtenances and common areas and other matters deemed relevant by the Council.

5. Budget and Finance. To assure the continued support of the parcel owners, the Parties agree that the budgeting and financial affairs for the maintenance of the appurtenances and common areas shall be transparent.

a) Annual Budget. For the purposes of providing transparency for the Parties, the Developer shall present to the Board of Directors of the Council an annual itemized budget for the funds assessed to, and to be paid by, the parcel owners pursuant to Article VI of the Restrictions and Covenants at least sixty (60) days prior to the commencement of the fiscal year.

b) Recommendations from Council. Upon presentation of the budget, the Board of Directors of the Council by majority vote of the members of the Council may offer recommendations for consideration by the Developer concerning the maintenance of the appurtenances and common areas and other budget items. The budget shall become effective upon approval by the Developer and the Board of Directors of the Council.

c) Council Funding. The Developer shall, after consultation with the Board of Directors of the Council, provide funding to support the functions and operation of the Council, including expenses for communicating with the Council members, record-keeping, meetings of the Council membership and Board of Directors, maintenance of the Council's active corporate status and such other matters as the Parties may agree upon.


d) Annual Financial Report. With ninety (90) days of the end of the fiscal year, the Developer shall provide the Board of Directors of the Council with a financial report of the expenditures for the prior fiscal year in the manner that complies within the provisions of Section 720.303 (7), F.S.

6. Right-of-First-Refusal. The Parties agree that the Council shall have the right of first refusal to purchase the appurtenances and common areas under the following terms and conditions:

a) At such time as the Developer elects to sell the appurtenances and common areas, the terms and conditions of such proposed sale shall be provided in writing ("Written Offer") to the Board of Directors of the Council. The Council, upon the approval of at least two thirds (2/3) of the total number of votes of the parcel owners of the Subdivisions, shall have ninety (90) days after receipt of such Written Offer to accept the terms of such offer and enter into a contract for the purchase of the

appurtenances and common areas in accordance with the terms of the Written Offer. At such time that the Council closes on the purchase of the appurtenances and common areas, the Developer shall resign its interest in the Council.

b) In the event that the Council elects not to exercise its right-of-first refusal to acquire the appurtenances and common areas, the Developer shall have the right to convey the appurtenances and common areas under the same terms and conditions provided in the Written Offer.

 Amendments. Effective as of the recording of this Supplemental Declaration, amendments to the Restrictions and Covenants and this Supplemental Declaration may be submitted by the Developer or the Board of Directors of the Council and any amendments to Restrictions and Covenants and this Supplemental Declaration shall require the approval of the Developer and a majority of the Board of Directors of the Council. Approvals shall be evidenced in writing and shall become effective upon being acknowledged by both Parties and recorded in the Public Records of Marion County.

8. Termination of Supplemental Declaration. This Supplemental Declaration shall run with the lands described herein and may be terminated upon the mutual agreement of the Parties.

IN WITNESS WHEREOF, the parties hereto agree to the mutual terms, obligations and conditions expressed and have caused this Supplemental Declaration of Covenants to be executed and to be effective as of the date referred to herein above.

**Owners Council of Spruce Creek South, Inc.,
a Florida not-for-profit corporation**

By: _____

Name:

Title: _____

**Spruce Creek Golf, LLC
a Florida limited liability company**

By: _____

Name:

Title: _____

State of Florida
County of Marion

The foregoing was acknowledged before me by his/her physical presence this _____ day of _____ 2023 by _____, as Owners Council of Spruce Creek South, Inc., a Florida not for profit corporation and that he/she is personally known to me or produced a _____ as identification.

Notary Public

My Commission Expires: _____

DRAFT

State of Florida
County of Marion

The foregoing was acknowledged before me by his/her physical presence this _____ day of _____ 2023 by _____, as _____ Spruce Creek Golf, LLC, a Florida limited liability company and that he/she is personally known to me or produced a _____ as identification.

Notary Public

My Commission Expires: _____

Exhibit "A"- Articles of Incorporation of Owners Council of Spruce Creek South, Inc.

Exhibit "B"- Bylaws of Owners Council of Spruce Creek South, Inc.

DRAFT