

PREPARED BY AND RETURN TO:

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FIRST AMENDMENT TO COMMUNITY DECLARATION
FOR DEL WEBB BEXLEY
(DECLARING ADDITIONAL EASEMENTS)

THIS FIRST AMENDMENT TO COMMUNITY DECLARATION FOR DEL WEBB BEXLEY (DECLARING ADDITIONAL EASEMENTS) (the “First Amendment”) is made as of November 17, 2018, by **PULTE HOME COMPANY, LLC**, a Michigan limited liability company authorized to transact business in the State of Florida (the “Declarant”) and joined in by **DEL WEBB BEXLEY COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “Association”) and **NNP-BEXLEY, LLC**, a Florida limited liability company (“Founder”).

WITNESSETH:

WHEREAS, Declarant, with the joinder of the Association and Founder, entered into that certain Community Declaration for Del Webb Bexley recorded August 17, 2018 in Official Records Book 9774, Page 2623 of the Public Records of Pasco County, Florida (collectively, the “Declaration”);

WHEREAS, pursuant to Section 4.3 of the Declaration, prior to the “Turnover” (as defined in the Declaration), Declarant may amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as expressly limited by applicable law as it exists on the original date of recording of the Declaration or as otherwise expressly set forth in the Declaration;

WHEREAS, Section 4.6 of the Declaration provides that all amendments to the Declaration must be approved by Founder pursuant to Section 28 of the Declaration;

WHEREAS, the Turnover has not yet occurred;

WHEREAS, the proposed amendments to the Declaration as set forth herein are not limited or prohibited by applicable law as it existed on the original date of recording of the Declaration or as otherwise expressly set forth in the Declaration;

WHEREAS, Declarant is desirous of executing and recording this First Amendment to (i) amend and restate multiple provisions of the Declaration to provide that terms and provisions

of the Declaration which applied to "Pool Enclosures" and "Pool Landscaping" in the original recorded version of the Declaration shall apply to "Pool/Patio Enclosures" and "Pool/Patio Enclosure Landscaping" as those terms are defined in amended and restated Section 10.2.2 of the Declaration set forth hereinbelow, (ii) amend and restate Section 10.12 of the Declaration to confirm that maintenance, repair and replacement of sidewalks located on a Lot or within Common Areas shall be the responsibility of the Association, subject to the Lot Owner's obligation to reimburse the Association for damages to such sidewalks caused by the negligent or willful acts of such Owner, their Lessees, Immediate Family Members, guests or invitees, (iii) amend and restate Section 10.10 of the Declaration to provide that the Association or CDD, as applicable, shall maintain the interior of any Perimeter Walls/Fences or portions thereof located on any Owner's Lot and (iv) amend and restate Section 12.4.3 of the Declaration to clarify the vehicles which are prohibited in DEL WEBB BEXLEY; and

WHEREAS, Declarant is desirous of executing and recording this First Amendment for the purpose of adding Section 15.12 declaring and granting the Additional Perimeter Wall/Fence Easements (as that term is defined below) over portions of certain Lots and Common Area Tracts of DEL WEBB BEXLEY, all as more particularly set forth herein below;

WHEREAS, Section 21.7 of the Declaration provides that, until the Community Completion Date, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities, maintenance, Telecommunications Services and other purposes over, under, upon and across DEL WEBB BEXLEY so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners;

WHEREAS, at the time of the recording of this First Amendment, Declarant and the Association own unencumbered fee simple title to all of the Lots and Common Area Tracts within DEL WEBB BEXLEY and no Homes have been conveyed to Owners;

WHEREAS, the Association desires to join in this First Amendment to confirm its approval of and consent to same;

WHEREAS, Founder desires to join in this First Amendment to confirm its approval of and consent to same.

NOW, THEREFORE, for and in consideration of these premises, the mutual covenants contained in this First Amendment, Declarant hereby amends the Declaration, and the Association and Founder join in and consent to this First Amendment, as follows:

1. **Recitals/Capitalized Terms.** The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not expressly defined herein shall have the meanings ascribed to such terms in the Declaration.

2. **Addition of Amended and Restated Sections 10.2.2, 10.2.3, 10.4, 10.10, 10.12, 11.8.2.1, 12.4.3, 12.14, 12.21 and 12.31.** Sections 10.2.2, 10.2.3, 10.4, 10.10, 10.12, 11.8.2.1, 12.14, 12.21 and 12.31 are hereby amended and restated in their entirety to read as follows (additions underlined and deletions identified by strike-through):

10.2.2 maintenance (including, mowing, fertilizing, watering, mulching, pruning, and replacing as deemed necessary by the Association in its sole discretion, and controlling disease and insects), of all lawns and landscaping installed on the Lots as part of the initial construction on the Lots, specifically excluding landscaping located within any fenced in or enclosed area containing a pool or screened in patio installed on the Lot by Declarant in connection with the initial construction of a ~~h~~Home or by any Owner with ARC approval (each a “**Pool/Patio Enclosure**” and such landscaping “**Pool/Patio Enclosure Landscaping**”). Pool/Patio Enclosure Landscaping must be approved by the ARC and shall be irrigated and maintained by the Lot Owner at their sole cost and expense;

10.2.3 No Owner or Lessee shall install any additional landscaping, including flowers, trees or shrubs, on any Lot after completion of initial construction on any Lot without obtaining ARC approval of same. Any such landscaping installed by an Owner (including prior Owners) on any Lot (the “**Owner Installed Landscaping**”), regardless of whether such Owner Installed Landscaping is permitted pursuant to this Section 10.2, shall be the responsibility of the Owner and not the responsibility of the Association. The Association may, but shall not be obligated to, irrigate, fertilize, spray for insects, mulch, trim or prune Owner Installed Landscaping, with the additional cost of same to be an additional Individual Assessment against such Owner’s Lot. The Association may also elect to discontinue irrigation and maintenance of Owner Installed Landscaping at any time in its sole discretion. In no event shall the Association be responsible to maintain Pool/Patio Enclosure Landscaping. Any (i) Owner Installed Landscaping installed or maintained on any Lot and (ii) any Association irrigation or maintenance of any Owner Installed Landscaping on any Lot shall be at such Lot Owner’s sole expense and risk. The Association shall not be responsible for damage to, or obligated to replace any, Owner Installed Landscaping or Pool/Patio Enclosure Landscaping under any circumstances. Nothing herein shall be deemed to authorize the installation of Owner Installed Landscaping, Pool/Patio Enclosures or Pool/Patio Enclosure Landscaping on any Lot by any Owner without ARC approval of same, which can be withheld in the ARC’s sole discretion.

10.4 **Landscape Maintenance**. The Association shall maintain all landscaping within any “Landscape Easement” “Landscape/Wall Tract” or other portion of any Lot or Tract (a) dedicated to the Association for landscape purposes (“**Landscape Tract**”) or (b) subject to a landscaping easement in favor of the Association (a “**Landscape Easement**”) as designated on the Plat or by separate recorded easement. The Association may also irrigate and maintain landscaping within any CDD Tract and maintain, repair and replace any portion of the Perimeter Wall/Fence within any CDD Tract pursuant to a separate maintenance agreement with the CDD, and all cost of same shall be an Operating Expense. No Owner or Lessee shall install, remove, maintain, modify, disturb or alter any landscaping installed within any Landscape Easement. Except as otherwise provided in this Declaration, the Association shall have no responsibility for the maintenance of landscaped areas within any Lot, including without limitation, any Owner Installed Landscaping or Pool/Patio Enclosure Landscaping. Except as provided in this Declaration or to the extent expressly assumed by the Association or CDD, the record title owner of each such Lot shall be responsible for the repair, replacement and

maintenance of the irrigation and all landscaped areas and other improvements within any portion of the Lot, including, without limitation, maintenance of the elevation, grade and slope of the Lot, maintenance of the portion of the SWMS located on the Lot and repairing any damage to sidewalks, utilities or the SWMS resulting from any trees or landscaping on the Lot.

10.10 Perimeter Walls and Fences. The Declarant or CDD may install perimeter walls or fences, including a retaining wall, within along or adjacent to the perimeter of any Lot, Common Area or CDD Tract (the "Perimeter Walls/Fences") within DEL WEBB BEXLEY including within any fence or wall easement (including any Lot, Common Area or any CDD Tract) as set forth on the Plat or created pursuant to this Declaration or by separate easement instrument or maintenance agreement with respect to same (the "Perimeter Wall/Fence Easement"). To the extent any Perimeter Wall/Fence is installed on or within five (5) feet of any Lot, a Perimeter Wall/Fence Easement is hereby created over any portion of any Lot that contains such Perimeter Wall/Fence or is within five (5) feet of such Perimeter Wall/Fence. The Association or CDD, as applicable, at all times shall have the right to maintain, repair, replace any Perimeter Walls/Fences within DEL WEBB BEXLEY, including Perimeter Walls/Fences located on Lots, Common Areas or on any CDD Tract; however, each Owner shall maintain the interior of any Perimeter Walls/Fences or portion thereof located on such Owner's Lot. To the extent permitted as part of a Pool/Patio Enclosure, Owners may install walls or fences on their Lot which abut perpendicularly (or at such other angle consistent with the angle of intersection of the lot lines of such Owner's Lot with the Perimeter Wall/Fence) against any Perimeter Walls/Fences, but no such wall or fence or any other improvements installed by any Owner may be affixed or attached to any Perimeter Walls/Fences or otherwise located within a Perimeter Wall/Fence Easement. In addition, no Owner may install or permit to grow any trees, shrubs or landscaping other than sod within any Perimeter Wall/Fence Easement or within five (5) feet of any Perimeter Walls/Fences. The Association, or CDD, as applicable, may perform (and is hereby granted an easement of ingress and egress and temporary construction over all Lots as reasonably necessary to perform) any such maintenance, repairs or replacement of the Perimeter Walls/Fences at their discretion and the costs of any such maintenance, repairs or replacement by the Association shall be Operating Expenses. Failure of the Association or CDD, as applicable, to undertake any such maintenance, replacement or repair of the Perimeter Walls/Fences shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Perimeter Walls/Fences.

10.12 Sidewalks. The Association shall be responsible for the maintenance and repair of all sidewalks within DEL WEBB BEXLEY located in the Common Areas or on any Lot; however, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such sidewalk in the event that the negligent or willful acts of such Owner, their Lessees, Immediate Family Members, guests or invitees caused such damage to any sidewalk area. Failure of an Owner to reimburse the Association any costs necessitated by such negligent or willful acts shall subject the Owner to an Individual Assessment for such costs. Maintenance, repair and replacement of sidewalks

and walkways other than sidewalks located on any Lot, including walkways from the driveway to the Home, shall be the responsibility of the Lot Owner.

11.8.2.1 No Owner shall allow sprinklers installed or operated by such Owner with respect to Pool/Patio Enclosure Landscaping to spray or other water sources owned or operated by such Owner or their Lessee to deliver water within one foot (1') of any Party Wall, excluding rainfall that falls directly on such area (i.e. an Owner or Lessee shall not collect rainfall from other portions of the Lot and deliver it within one foot (1') of any Party Wall);

12.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, boat, trailer, including without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within DEL WEBB BEXLEY ~~No commercial vehicle or limousine may be kept within DEL WEBB BEXLEY~~ except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles or recreational or sport utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicles displaying commercial advertising ~~in violation of this Section 12.4.3~~ shall be parked within the public view. ~~No commercial advertising on such vehicles shall (i) be located other than on the side, and rear doors or panels of the vehicle, (ii) not exceed more than four (4) square feet in area on each side and rear of the vehicle (including print copy, logos, borders and all other advertising graphics and designs) and (iii) not physically protrude from the vehicle in any manner.~~ Vehicles with commercial advertising ~~in violation of the forgoing limitations~~ must be parked in the garage of a Home. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within DEL WEBB BEXLEY. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), ~~golf carts~~, scooters or mini motorcycles are permitted at any time on any private streets, roadways, sidewalks or other paved surfaces forming a part of the Common Areas. Golf Carts are permitted within the private streets and roadways of DEL WEBB BEXLEY, but must comply with and be operated, maintained, repaired, stored and parked in accordance with all applicable Rules and Regulations regulating same. Additionally no ATV or mini motorcycle may be parked or stored within DEL WEBB BEXLEY, including any Lot, except in the garage of a Home.

12.14 Fences/Walls/Screens. No walls or fences shall be erected or installed on any Lot other than Perimeter Walls/Fences and Pool/Patio Enclosures installed by Declarant in connection with the original construction of the Home or by an Owner with ARC approval. No walls or fences shall be erected or installed by any Owner of a Lot within any Conservation Easement Property, including upland buffer areas, or any Perimeter Buffer Easement. No chain link or wooden fencing of any kind shall be

allowed, and unless otherwise approved by Declarant (or the Association following the Turnover Date). Fences, to the extent permitted by this Section 12.14, shall not be installed flush to the ground so that drainage will be blocked in any way. All such fences must be in compliance with the Architectural Guidelines. Due to the CDD's maintenance requirements and responsibilities, the installation of such fences within a drainage easement area is not expected to be approved by the ARC. However, in the event a fence is installed within a drainage easement area, with or without prior written ARC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed for repairs or maintenance. As a condition to ARC approval of any fences in drainage easement areas, the ARC may require the Owner to obtain, at his or her own cost and expense, an agreement in writing executed by the CDD approving such fence, which agreement may be recorded in the Public Records by the Association in its sole and absolute discretion. All ~~screening and screened~~ Pool/Patio ~~e~~Enclosures shall have the prior written approval of the ARC and shall be in compliance with the Architectural Guidelines. All enclosures of balconies, ~~or paties~~, including addition of vinyl windows, shall be approved by the ARC and all decks shall have the prior written approval of the ARC.

12.21 Water Body Slopes. The rear yard of some Lots may border wet retention areas or lakes or water bodies forming part of the CDD Facilities or part of the SWMS. The CDD will regulate and maintain the water body slopes and banks for such wet retention areas, lakes or water bodies located within such rear yards to prevent or restore erosion of slopes and banks due to drainage or roof culvert outfalls or any other reason. Notwithstanding the foregoing, the Association, as part of the Landscaping and Irrigation Maintenance, or the Owner of such Lot, as part of maintaining and the Pool/Patio Enclosure Landscaping, shall maintain and irrigate sod and permitted landscaping within such water body slopes and banks located on such Owner's Lot to prevent erosion of same. In addition, the Owner of such Lot shall ensure that such water body banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. Each record title owner of each Lot bordering on the water body, by the acceptance of a deed to their Lot, hereby grants the CDD an easement of ingress and egress across his or her Lot to all adjacent water body areas for the purpose of ensuring compliance with the requirements of this Section.

12.31 Swimming Pools, Hot Tubs and Spas. No above-ground pools shall be permitted on any Lot. Above-ground hot tubs and in-ground pools may be permitted within a Pool/Patio Enclosure with ARC approval. In-ground pools may also include an in-ground spa if same is approved by the ARC in its sole discretion. All in-ground pools, hot tubs and appurtenances installed on any Lot within DEL WEBB BEXLEY shall require the prior written approval of the ARC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool or swimming pool/spa combination constructed on any Lot shall have an elevation at the top of the pool and spa (as applicable) of not over two feet (2') above the natural grade unless approved by the ARC; (iii) swimming pools, hot tubs and spas must be installed within a Pool/Patio Enclosure of a design, color and material approved by the ARC and such enclosures shall be no higher than twelve feet (12') unless otherwise

approved by the ARC and shall in no event be higher than the roof line of the Home. Pool/Patio Enclosures shall not extend beyond the sides of the Home without express approval by the ARC. All pools and spa (as applicable) shall be adequately maintained and chlorinated (or cleaned with similar treatment). No diving boards, slides, or platforms shall be permitted. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the Common Areas, the community streets, or into any water bodies within DEL WEBB BEXLEY or adjoining properties. Nothing herein shall be construed to restrict or prohibit compliance with the minimum requirements for installation, operation and maintenance of fences or other barriers constituting safety barriers around swimming pools, hot tubs, spas and appurtenances on a Lot as may be required by the Pasco County Code or other governmental regulation or law, subject to the approval and additional requirements of the ARC.

3. **Effect of Amendment.** Except as herein specifically amended, the Declaration shall remain in full force and effect in accordance with its terms. The Declaration, as amended by this First Amendment, shall be binding upon and inure to the benefit of all parties having any right, title or interest in DEL WEBB BEXLEY or any portion thereof, and their respective heirs, personal representatives, successors and assigns.

[Signatures on the Following Page]

IN WITNESS WHEREOF, Declarant has caused this First Amendment to be executed as of the date and year first above written.

WITNESSES:

"DECLARANT"

PULTE HOME COMPANY, LLC, a Michigan limited liability company

Print Name: Brad Lefevre

Print Name: Alex Bruehwiler

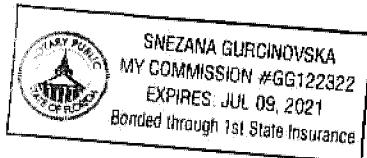
By: Robert R. Barber
Print Name: Bob Barber
Title: SVP, Land

Address: 2662 S. Falkenburg Rd.
Riverview, FL, 33578

STATE OF FLORIDA
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 7th day of July, 2018, by Bob Barber, as Vice President of PULTE HOME COMPANY, LLC, a Michigan limited liability company, on behalf of the company. He [is personally known to me] [has produced _____] as identification.

[NOTARY SEAL]



Notary Public Signature

Notary Public, State of Florida

Commission No.: GG122322

My Commission Expires: July 09, 2021

JOINDER OF THE ASSOCIATION

DEL WEBB BEXLEY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the “Association”), does hereby join in and consent to the First Amendment to which this Joinder is attached, and the terms thereof are and shall be binding upon the Association and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 7 day of November, 2018.

WITNESSES:

“ASSOCIATION”

DEL WEBB BEXLEY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

A. Bauder
Print Name: Alex Bauder
Rhonda Myers
Print Name: Rhonda Myers

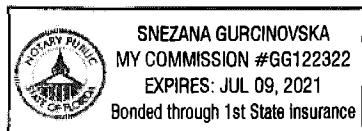
Brad Lefler
By: _____
Print Name: Brad Lefler
Title: President

{CORPORATE SEAL}

STATE OF FLORIDA
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 7th day of November, 2018, by Brad Lefler, as President of **DEL WEBB BEXLEY COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He [is personally known to me] [has produced as identification].

[NOTARY SEAL]



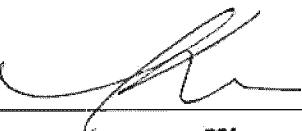
SK

Notary Public Signature
Notary Public, State of Florida
Commission No.: GG122322
My Commission Expires: July 09, 2021

JOINDER OF FOUNDER

The undersigned, **NNP-BEXLEY, LLC**, a Florida limited liability company, being the "Founder" under the "Bexley Residential Charter" (as those terms are defined in the Declaration), hereby joins in and consents to the First Amendment to which this Joinder is attached for the purpose of confirming Founder's review and approval of this First Amendment.

Signed, sealed and delivered
in the presence of the following witnesses:


 Print Name: Kirsten Lycett


 Print Name: Lisa Budronis

NNP-BEXLEY, LLC, a Florida limited
liability company

By: Aaron J. Baker

Name: Aaron J. Baker

Title: Vice President

Address 777 S. Harbor Island Blvd.
 Suite 320
 Tampa, FL 33602

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1st day of November, 2018, by Aaron J. Baker as Vice President of **NNP-BEXLEY, LLC**, a Florida limited liability company, on behalf of the company. He [X] She [] is personally known to me [X] or has produced _____ as identification.

(NOTARY SEAL)


 NOTARY SIGNATURE

PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: _____
My Commission Expires: _____

