

**PREPARED BY AND RETURN TO:**

James G. Kattelman, Esq.  
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215 N. Eola Drive  
Orlando, Florida 32801

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**SIXTH AMENDMENT**  
**TO**  
**COMMUNITY DECLARATION**  
**FOR DEL WEBB BEXLEY**

**THIS SIXTH AMENDMENT TO COMMUNITY DECLARATION FOR DEL WEBB BEXLEY** (the “**Sixth Amendment**”) is made as of February 27, 2020, 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**”).

**W I T N E S S E T H:**

**WHEREAS**, Declarant, with the joinders 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, as amended by that certain First Amendment to Community Declaration for Del Webb Bexley (Declaring Additional Easements) recorded November 8, 2018 in Official Records Book 9815, Page 3107, as further amended by that certain Second Amendment to Community Declaration for Del Webb Bexley recorded November 26, 2018 in Official Records Book 9821, Page 2967, and that certain Third Amendment to Community Declaration for Del Webb Bexley recorded February 21, 2019 in Official Records Book 9862, Page 717, and as supplemented and amended by that certain Supplemental Declaration and Fourth Amendment to Community Declaration for Del Webb Bexley recorded June 27, 2019 in Official Records Book 9929, Page 1953, and as supplemented and amended by that certain Supplemental Declaration and Fifth Amendment to Community Declaration for Del Webb Bexley recorded February 26, 2020 in Official Records Book 10059, Page 2633, all of the Public Records of Pasco County, Florida (collectively, the “**Declaration**”); and

**WHEREAS**, unless otherwise defined in this Sixth Amendment, capitalized terms used herein shall have the meanings and definitions set forth in the Declaration; and

**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; and

**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; and

**WHEREAS**, the Turnover has not yet occurred; and

**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; and

**WHEREAS**, Declarant is desirous of executing and recording this Sixth Amendment to (i) allow an Owner to install a temporary storage/moving container on such Owner's driveway in order to facilitate such Owner or their Lessee moving in or moving out of such Owner's Home subject to certain conditions as more particularly set forth hereinbelow, (ii) set forth procedures and requirements pursuant to which an Owner, with the approval of the ARC and at such Owner's sole cost and expense, may request that the Association replace Street Trees located in the Common Area Roadway Tracts (as such terms are defined below) adjacent to their Lots, all as more particularly set forth hereinbelow; and

**WHEREAS**, Founder desires to join in the execution of this Sixth Amendment to confirm its approval of and consent to same; and

**WHEREAS**, the Association desires to join in the execution of this Sixth Amendment to confirm its consent to, approval of and agreement to be bound by same.

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

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Ratification of Declaration**. The Declarant hereby ratifies and affirms the provisions and applicability of the Declaration.
3. **Amendment and Restatement of Section 12.36 Regarding Storage**. Section 12.36 of the Declaration is hereby amended and restated to read as follows (additions are double-underlined, and deletions, if any, are ~~stricken through~~):

**"12.36 Storage**. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained. Notwithstanding anything else herein, an Owner shall be allowed to install a temporary storage/moving container on such Owner's driveway to facilitate such Owner or their Lessee moving in or moving out of such Home for up to a maximum period of seventy-two (72) hours; provided, however, that no

Owner shall install a temporary storage/moving container on such Owner's driveway, unless (i) such Owner provides written notice to the Manager at least three (3) business days prior to the proposed date of installation of such temporary storage/moving container and (ii) the Association provides written approval to such Owner for installation of such temporary storage/moving container in its sole discretion, including the dates and the location of such installation. If an Owner or their Lessee installs a temporary storage/moving container pursuant to this Section 12.36, such Owner expressly assumes and agrees to indemnify, insure and save and hold harmless the Indemnified Parties from and against any and all actions, injuries, claims, losses, liabilities, damages, costs and expenses of any kind or nature whatsoever incurred in connection with, as a result of or in any way relating to the delivery, use and removal of such temporary storage/moving container, including, but not limited to, damage to such Owner's own Lot, Home, driveway, walkways, sidewalks, and pavers and damage to any other Lot, Home, Parcel, Tract or Common Area. Water softeners, trash containers, pool pumps, filters and equipment and other similar devices shall be properly screened from the street in a manner approved by the ARC."

4. **Addition of Section 10.15 Regarding Replacement Street Trees.** The following Section 10.15 is hereby added to the Declaration.

**10.15 Replacement of Street Trees in Common Area Roadway Tracts Adjacent to Lots.** As more particularly set forth in Section 10.5 above, all roadways within DEL WEBB BEXLEY shall be private roadways located within Tracts that constitute Common Areas (each a "**Common Area Roadway Tract**"). All landscaping located in Common Area Roadway Tracts, including, without limitation, trees located between an Owner's Lot and the private roadway located within the Common Area Roadway Tract (each a "**Street Tree**") are to be maintained by the Association as an Operating Expense. At the request of an Owner, and on compliance with the requirements set forth hereinbelow, the Association may replace one or more Street Trees adjoining an Owner's Lot with a Street Tree of a different type or species (each a "**Replacement Street Tree**"). No Street Tree may be removed and no Replacement Street Tree may be installed unless the Owner of the adjacent Lot complies with each of the foregoing requirements:

10.15.1 Declarant or the ARC may establish Architectural Guidelines for Replacement Street Trees which may include, but shall not be limited to, requirements and limitations as to type, species, size, coloring, installation locations and such other requirements or criteria as the Declarant or ARC may determine in their sole discretion. If there are no Architectural Guidelines for Replacement Street Trees in effect, existing Street Trees may not be removed and Replacement Street Trees may not be installed.

10.15.2 All requests for installation of Replacement Street Tree within the Common Area Roadway Tract adjacent to an Owner's Lot must be submitted by the Owner to the ARC, must be in writing, and must be on such forms and contain such information as required by the ARC. All requests for removal of Street Trees and installation of Replacement Street Trees will be reviewed by the ARC in accordance with Section 19 of the Declaration and this Section 10.15. The ARC may approve, approve with conditions

or disapprove any request for removal of Street Trees and installation or Replacement Street Trees in the ARC's sole and absolute discretion.

10.15.3 If approved by the ARC, existing Street Trees shall be removed and Replacement Street Trees shall be installed by a landscape contractor selected by the Association. No Owner, Lessee or any party other than the Association's landscape contractor may remove a Street Tree or install a Replacement Street Tree within any Common Area Roadway Tract.

10.15.4 The Owner of the Lot who requested installation of the Replacement Street Trees shall be responsible for all costs and expenses incurred by the Association in removing the existing Street Trees and installing Replacement Street Trees. At the option of the Association, the Association may require that such Owner deposit funds with the Association (each a "**Replacement Street Tree Deposit**") to be applied by the Association against the costs and expenses of removing existing Street Trees and installing Replacement Street Trees. Any Replacement Street Tree Deposit required by the Association shall not be deemed a cap or limitation on the Owner's obligation to reimburse the Association for all costs and expenses incurred in removing the existing Street Trees and installing Replacement Street Trees as requested by the Owner. Any costs and expenses incurred by the Association in connection with such matters which are not paid by an Owner's Replacement Street Tree Deposit shall be collected by the Association through an Individual Assessment against such Owner's Lot in accordance with Section 17.2.6 hereinbelow.

10.15.5 Neither the Association, the ARC nor the Declarant shall be deemed to have made any warranties or representations regarding the size, growth, coloration, or any other aspect or feature of any Replacement Street Trees. Any depictions or information regarding Replacement Street Trees provided by the Manager, Association, ARC, Declarant or any landscaping contractor engaged by the Association to install Replacement Street Trees shall be for general information purposes only and do not constitute a warranty or representation regarding the Replacement Street Trees which will be installed in the Common Area Roadway Tracts adjacent to any Owner's Lot. No Owner or any other party shall have any right to require the Association to install a different Replacement Street Tree on such Owner's Lot or to make any claim or demand against the Association, the ARC, the Manager, Declarant or the landscape contractor installing the Replacement Street Tree in the event such Owner is dissatisfied with same.

5. **Effect of Amendment.** Except as herein specifically amended and restated, the Declaration shall remain in full force and effect in accordance with its terms. The Declaration, as amended and restated by this Sixth 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, administrators, personal representatives, successors and assigns.

*[Signatures on the Following Pages]*

**IN WITNESS WHEREOF**, Declarant has caused this Sixth 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: Brady Lefery

By: [Signature]

Print Name: Jeffrey Deason

Title: Vice President

Print Name: Suzanne Gurnea

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

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of February, 2020, by Jeff Deason, as Vice President of **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, on behalf of the company. He/She [is personally known to me] or [has produced \_\_\_\_\_ as identification].

[NOTARY SEAL]

[Signature]  
Notary Public Signature

Notary Public, State of Florida

Commission No.: 66122722

My Commission Expires: July 07, 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 Sixth Amendment to which this Joinder is attached, and agrees and acknowledges that 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 27 day of February, 2020.

**WITNESSES:****"ASSOCIATION"**

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

[Signature]  
Print Name: Alex Beaudry

[Signature]  
Print Name: Snezana Gucinovska

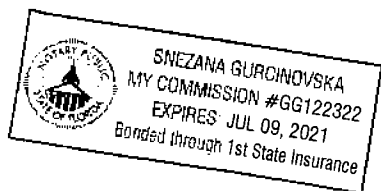
By: [Signature]  
Print Name: Brady Lefers  
Title: President

{ CORPORATE SEAL }

STATE OF FLORIDA )  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of February, 2020, by Brady Lefers as President of **DEL WEBB BEXLEY COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He/She [is personally known to me] or [has produced \_\_\_\_\_ as identification]

[NOTARY SEAL]



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

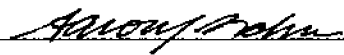
**JOINDER OF FOUNDER**

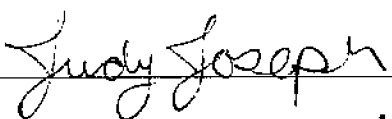
The undersigned, **NNP-BEXLEY, LLC**, a Florida limited liability company, being the "Founder" under the "Bexley Residential Charter" (as those terms are defined in the Declaration), hereby joins in and consents to the Sixth Amendment to which this Joinder is attached for the purpose of confirming Founder's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

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

**NNP-BEXLEY, LLC**, a Florida limited  
liability company

  
\_\_\_\_\_  
Print Name: Kirsten Lycett

By:   
\_\_\_\_\_  
Name: Aaron J. Baker

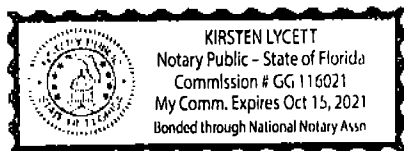
  
\_\_\_\_\_  
Print Name: Judy Joseph

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 by means of ☒ physical presence or ☐ online notarization, this 27 day of February, 2020, by Aaron J. Baker, as Vice President of **NNP-BEXLEY, LLC**, a Florida limited liability company, on behalf of the company. He ☒ She ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



  
\_\_\_\_\_  
NOTARY SIGNATURE  
**Kirsten Lycett**

PRINTED NOTARY NAME  
NOTARY PUBLIC, STATE OF FLORIDA  
Commission Number: GG 116021  
My Commission Expires: 10/15/21