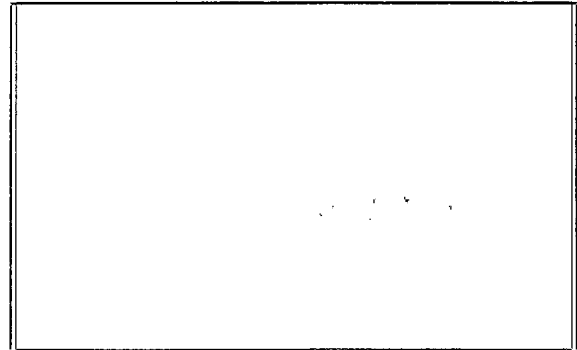


Prepared by and
when recorded return to:
Jonathan J. Ellis, Esq.

SHUMAKER

Shumaker, Loop & Kendrick, LLP

101 East Kennedy Boulevard
Suite 2800
Tampa, Florida 33602
Phone: (813) 229-7600



CERTIFICATE OF AMENDMENT TO THE COMMUNITY
DECLARATION FOR DEL WEBB BEXLEY

This Certificate of Amendment to the Community Declaration for Del Webb Bexley Community Association, Inc. (the "Association").

WHEREAS, the Association is subject to the Community Declaration for Del Webb Bexley, as recorded in Official Records Book 9774, Page 2623, *et seq.*, of the public records of Pasco County, Florida, as amended from time to time (the "Declaration");

WHEREAS, Section 4.4 of the Declaration provides that a proposed amendment shall be adopted by approval of: (a) a majority of all of the Board of Directors; and (b) fifty-one percent (51%) of the Voting Interests present at a duly called meeting of the members entitled to vote at which there was a quorum;

WHEREAS, at a duly noticed meeting of the Board of Directors, held in the manner required by the Association's Governing Documents, the Board of Directors voted to approve the Amendments to the Declaration attached to this Certificate as **EXHIBIT A**; and

WHEREAS, at a duly noticed meeting of the Members of the Association, held in the manner required by the Association's Governing Documents, the requisite number of Members voted to approve the Amendments to the Declaration attached to this Certificate as **EXHIBIT A**;

NOW, THEREFORE, the Association hereby declares and certifies as follows:

1. The foregoing recitals are true and correct.
2. All initially capitalized terms not defined herein or in the Amendments shall have the meaning set forth in the Declaration or Bylaws.
3. With respect to the Amendments, text to be deleted is indicated by strikethrough (~~strikethrough~~) and text to be added is indicated by an underline (underline). Ellipses (...) indicate that the language omitted by the ellipsis shall remain unchanged.
4. In the event that there is a conflict between the Amendments and the previously existing Bylaws, the Amendments shall control.
5. All provisions of the Declaration, Bylaws and Articles are hereby ratified and shall be of full force and affect, except as specifically modified and amended by the Amendments.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal.

WITNESSES:

Signature: Cassie Toliver
 Print Name: Cassie Toliver
 Address: 19265 Del Webb Blvd.

Signature: MacKenzie Rattrie
 Print Name: MacKenzie Rattrie
 Address: 19265 Del Webb Blvd.

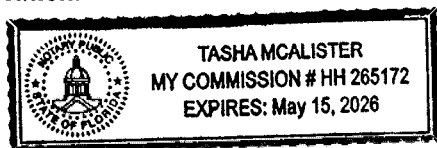
DEL WEBB BEXLEY COMMUNITY ASSOCIATION, INC.

a Florida not for profit corporation

By: [Signature]
 Edward Hughes, President

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of October, 2024 by Edward Hughes, as President, for Del Webb Bexley Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

Print Name: Tasha McAlisterMy Commission Expires: May 15, 2026

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as.

WITNESSES:

Signature: Nicole McBrath
 Print Name: Nicole McBrath
 Address: 19265 Del Webb Blvd
Land O Lakes FL 34638

Signature: Ashley Conner
 Print Name: Ashley Conner
 Address: 19265 Del Webb Blvd
Land O Lakes, FL 34638

DEL WEBB BEXLEY COMMUNITY ASSOCIATION, INC.

a Florida not for profit corporation

By: [Signature]
 _____, Secretary

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of October, 2024 by Mario Dequero Secretary, of the Del Webb Bexley Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

Print Name: Tasha McAlisterMy Commission Expires: May 15, 2026

EXHIBIT "A"

Amendments to the Community Declaration for Del Webb Bexley

10.10 Perimeter Walls and Fences. The ~~Declarant~~ Association or CDD may install walls or fences, including a retaining wall, 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 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, or replace any Perimeter Walls/Fences within DEL WEBB BEXLEY, including Perimeter Walls/Fences located on Lots, Common Areas or on any CDD Tract. ~~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~~ 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~~ Association neither commits to, nor shall hereby be obligated to, construct such Perimeter Walls/Fences. Except for those installed prior to the recording of this Amendment, Owners may not install a fence of any kind on or within their Lot. Any pools installed after the recording of this Amendment must be installed within a screened enclosure. Fences installed prior to the recording of this Amendment must be maintained by the Owner, but, at such time substantial repair (over 50% of the fence) or replacement is necessary, such fences must be removed. If any fence removed pursuant to this provision surrounds a pool, the fence must be replaced with a screened pool enclosure.

...

12.14 Fences/Walls/Screens. After the recording of this Amendment, no ~~No~~ walls or fences shall be erected or installed on any Lot other than Perimeter Walls/Fences and Pool Enclosures installed by the Association or CDD. ~~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~~ 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. To the extent any fence or wall installed prior to the recording of this Amendment requires substantial repair (over 50% of the fence or wall) or replacement, such fence or wall must be removed. All screening and screened enclosures shall have the prior written approval of the ARC and shall be in compliance with the Architectural Guidelines. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ARC and all decks shall have the prior written approval of the ARC.