

PREPARED BY AND RETURN TO:

James G. Kattelmann, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32801

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

THIS THIRD AMENDMENT TO COMMUNITY DECLARATION FOR DEL WEBB BEXLEY (the “Third Amendment”) is made as of February 15, 2019, 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 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 amended by that certain Second Amendment to Community Declaration for Del Webb Bexley recorded November 26, 2018 in Official Records Book 9821, Page 2967, all in 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 Third Amendment to amend and restate Sections 17.11 and 17.12 of the Declaration to provide for an increase in the "Initial Contribution" and "Resale Contribution" (as such terms are defined in the Declaration), as more particularly set forth hereinbelow;

WHEREAS, at the time of the recording of this Third 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 Third Amendment to confirm its approval of and consent to same;

WHEREAS, Founder desires to join in this Third 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 Third Amendment, Declarant hereby amends the Declaration, and the Association and Founder join in and consent to this Third 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. **Initial Contribution.** Section 17.11 of the Declaration is hereby amended as follows (additions are double-underlined, and deletions, if any, are ~~stricken through~~):

"17.11 **Initial Contribution.** The first purchaser of a Lot from the Declarant shall pay to the Association an initial contribution in the amount of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) ~~EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00)~~ (the "**Initial Contribution**") at the time of closing of the conveyance. The funds derived from the Initial Contributions are deemed income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs."

3. **Resale Contribution.** Section 17.12 of the Declaration is hereby amended as follows (additions are double-underlined, and deletions, if any, are ~~stricken through~~):

"17.12 **Resale Contribution.** After the Home has been conveyed by Declarant, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) ~~EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00)~~ (the "**Resale Contribution**"). The Board, in its discretion, may increase the amount of the Resale Contribution from time to time commencing on the date that is five (5) years after the date of recordation of this Declaration, provided, however, that the amount of such Resale Contribution may not increase at an aggregate rate in excess of two percent (2%) per year for the period commencing on the date of recordation of this Declaration through the effective date of such increase unless such additional increase is approved pursuant to an amendment to this Declaration pursuant to Section 4.4 hereof.

The Resale Contribution shall not be applicable to conveyances from or to Declarant or Founder. The funds derived from the Resale Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs.”

4. **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 Third 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 Third 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: Max Bondnaya



Print Name: Brady Letey

By: 

Print Name: Michael Rendel

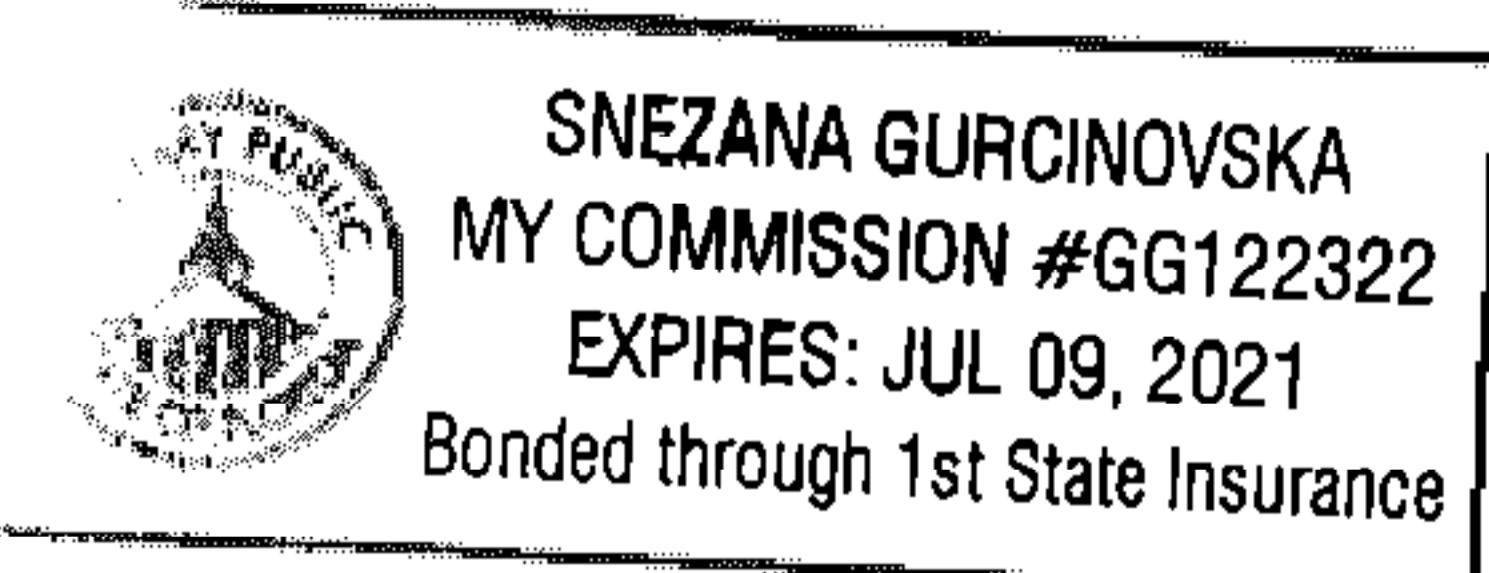
Title: Director Land Development

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

STATE OF FLORIDA
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 15 day of Feb, 2019, by Michael Rendel, as Director at Law 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: 07-09-2021

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 Third 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 15 day of February 2019.

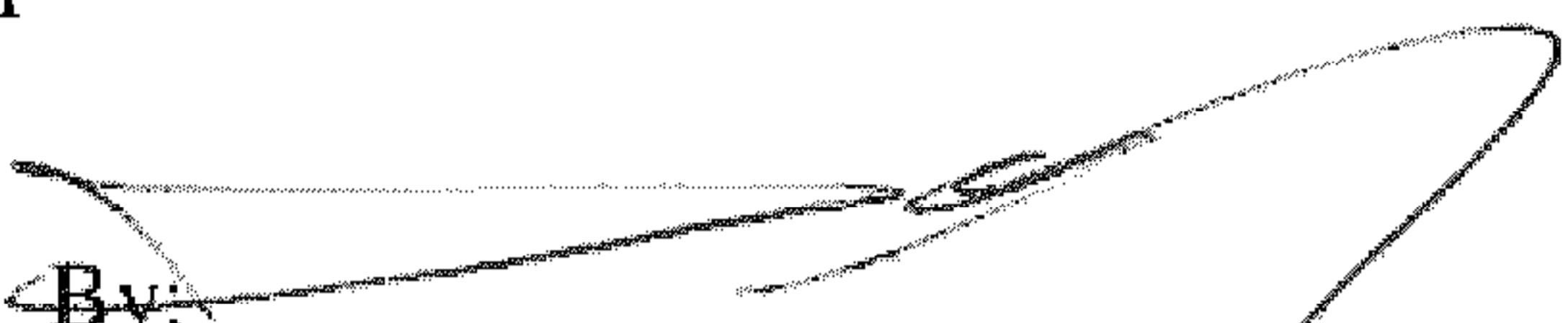
WITNESSES:

“ASSOCIATION”

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


Print Name: Tracy Adair


Print Name: Brady Letten

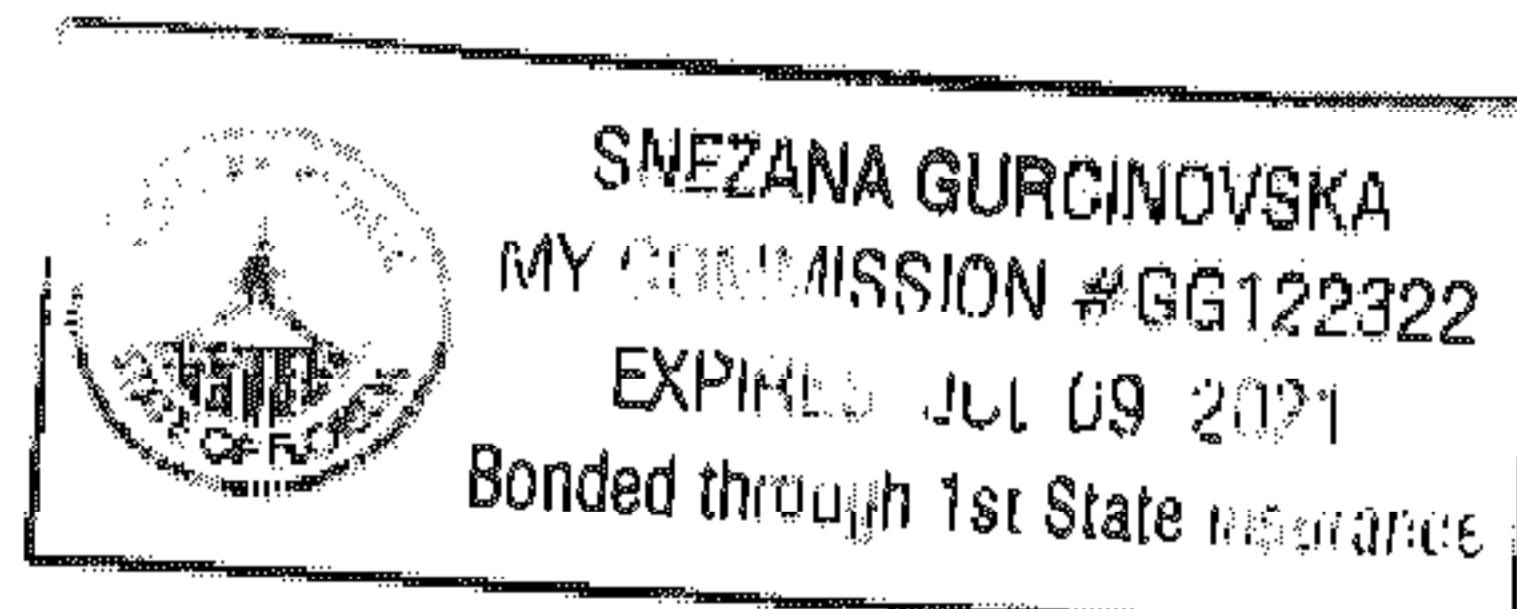

By: _____
Print Name: Brady Letten
Title: President

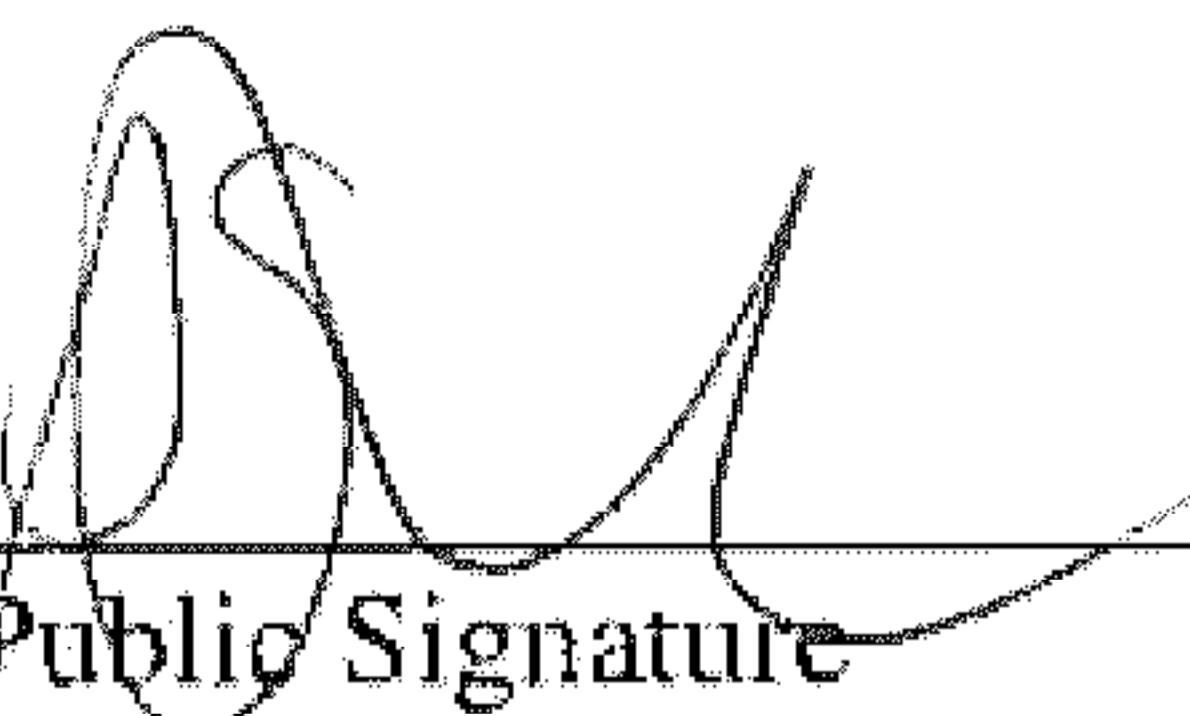
{CORPORATE SEAL}

STATE OF FLORIDA)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 15 day of Feb, 2019, by Brady Letten, 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]

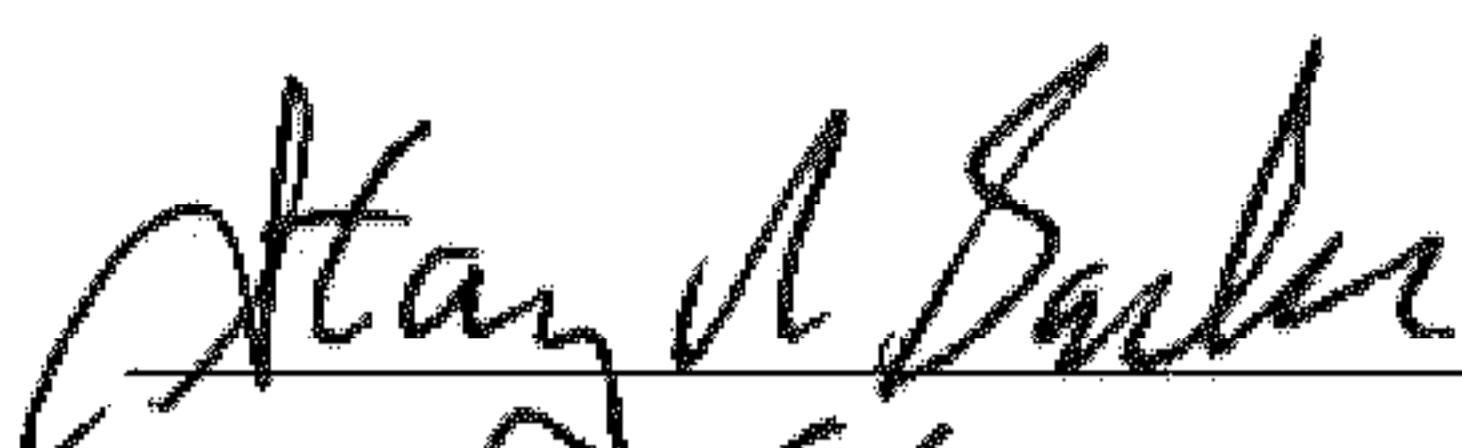
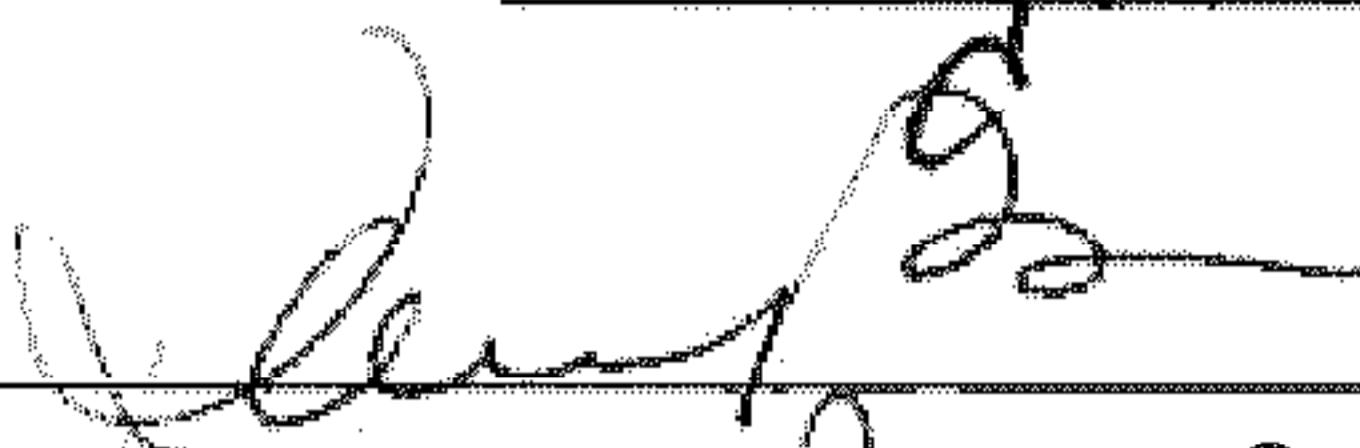



Notary Public Signature
Notary Public, State of Florida
Commission No.: GG122322
My Commission Expires: 07-07-2021

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 Third Amendment to which this Joinder is attached for the purpose of confirming Founder's review and approval of this Third Amendment.

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


 Print Name: Aaron J. Baker

 Print Name: Pam Parisi

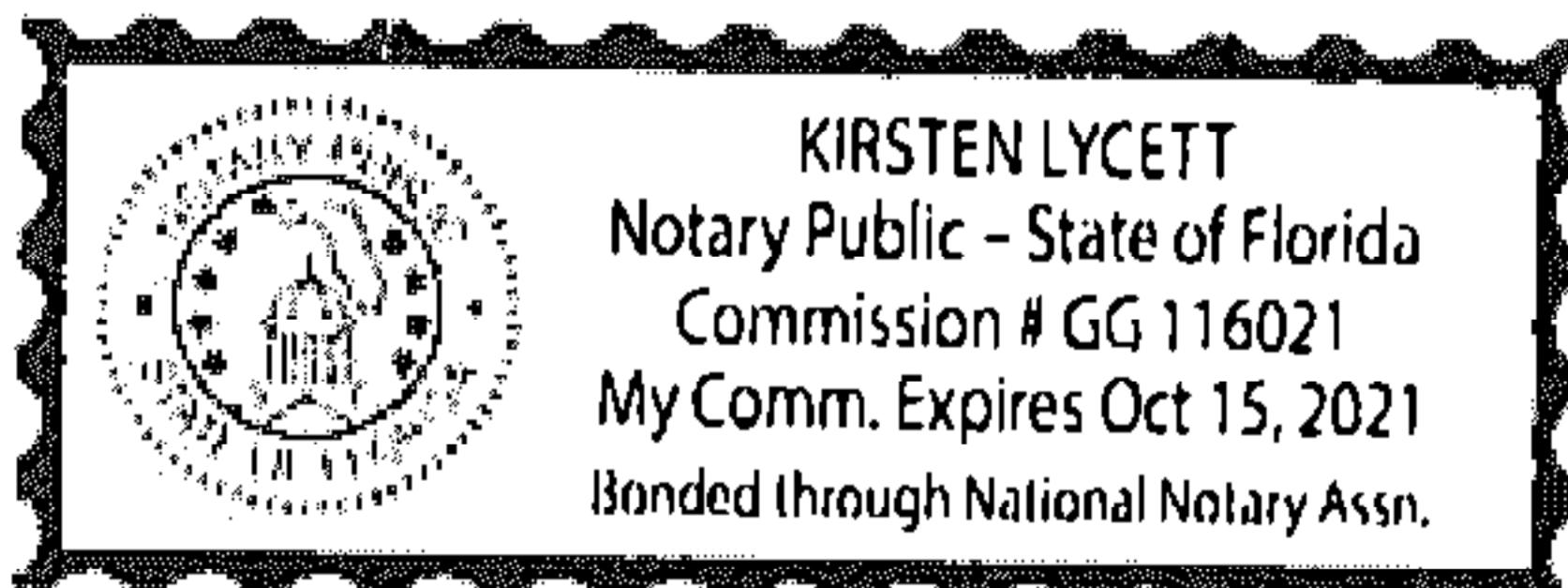
NNP-BEXLEY, LLC, a Florida limited
liability company

By: 
 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 14th day of February, 2019, 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 or [X] 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