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COMMUNITY DECLARATION
FOR
DEL WEBB BEXLEY

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COMMUNITY DECLARATION
FOR
DEL WEBB BEXLEY

THIS COMMUNITY DECLARATION FOR DEL WEBB BEXLEY (this "**Declaration**") is made this 13th day of August, 2018, by PULTE HOME COMPANY, LLC, a Michigan limited liability company authorized to transact business in the State of Florida (the "**Declarant**") joined in by DEL WEBB BEXLEY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. Declarant is the owner of the real property located in Pasco County, Florida, more particularly described on **Exhibit 1** attached hereto and incorporated herein by reference ("**DEL WEBB BEXLEY**").

B. Declarant hereby desires to subject DEL WEBB BEXLEY and all right, title and interest of Declarant in DEL WEBB BEXLEY to the covenants, conditions and restrictions contained in this Declaration.

C. This Declaration is a covenant running with all of the land comprising DEL WEBB BEXLEY, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, Declarant hereby declares that every portion of DEL WEBB BEXLEY is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. Definitions. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"**Act**" shall have the meaning set forth in Section 16.1 hereof.

"**Act's Age-Restricted Exemption Requirement**" shall mean that at least eighty percent (80%) of the Homes in DEL WEBB BEXLEY are occupied by at least one (1) person fifty-five (55) years of age or older and DEL WEBB BEXLEY complies with the requirements of the Act and 24 C.F.R. § 100.305, 100.306 and 100.307, as amended.

"**Activity Card**" means a card the Association issues in accordance with the terms and conditions set forth in Section 26.7 and which confers upon the holder rights of access to and use of some or all of the Recreational Facilities subject to the applicable Rules and Regulations adopted with respect to same.

"**Additional Property**" shall mean the real property located in Pasco County, Florida which is contiguous to DEL WEBB BEXLEY and more particularly described on Exhibit 5 attached hereto which is contemplated to be acquired by Declarant from Founder pursuant to the Declarant Purchase Contract and developed and subjected to this Declaration by Supplemental Declaration pursuant to Section 5.1 below.

"**Age-Qualified Occupant**" shall mean a person who is fifty-five (55) years of age or older who has designated the Home as the Age-Qualified Occupant's primary residence. Occupancy as a primary residence shall be established by the mailing address for the individual, official address on file for voter registration or driver's license or other means to establish legal residency under Florida law.

"**Approved Plans**" shall have the meaning set forth in Section 28.8 hereof.

"**ARC**" shall mean the Architectural Review Committee for DEL WEBB BEXLEY established pursuant to Section 19.1 hereof.

"**Architectural Guidelines**" shall mean the architectural guidelines, specifications and/or other standards, if any, set forth in this Declaration, or separately established by the Declarant or the ARC pursuant to Section 19.5 hereof.

"**Articles**" shall mean the Articles of Incorporation of the Association filed with the Florida Secretary of State in the form attached hereto as **Exhibit 2** and made a part hereof, as amended from time to time.

"**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 17.1 hereof.

"**Association**" shall mean DEL WEBB BEXLEY COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

"**Association Indemnified Parties**" shall mean the Association and its officers, directors, managers, agents, employees, affiliates and attorneys and their respective successors and assigns.

"**Bexley Residential Association**" shall mean Bexley Homeowners Association, Inc., a Florida non-profit corporation.

"**Bexley Residential Charter**" shall mean the Community Charter and Declaration of Restrictions for Bexley Residential Properties recorded in Official Records Book 9324, Page 3546 of the Public Records of Pasco County as supplemented and amended from time to time.

"**Bexley Residential Community**" shall mean the real property now or hereafter subject to the Bexley Residential Charter consisting of the master development in which the Bexley Residential Community is located.

"**Bexley Residential Community Amenities**" shall have the meaning set forth in Section 28.4 hereof.

"**Board**" shall mean the Board of Directors of the Association.

"**Bylaws**" shall mean the Bylaws of the Association in the form attached hereto as **Exhibit 3** and made a part hereof as amended from time to time.

"**CDD**" shall mean the Del Webb Bexley Community Development District formed and operated to maintain portions of DEL WEBB BEXLEY pursuant to the CDD Documents. The CDD is not the Bexley Community Development District formed pursuant to Ordinance No. 15-13 of the Pasco County Board of County Commissioners effective May 19, 2015, which governs land outside of DEL WEBB BEXLEY.

"**CDD Assessments**" shall mean debt service and operating assessments for the CDD pursuant to the CDD Documents.

"**CDD Documents**" shall mean the organizational and operational documents for the CDD as promulgated, amended and supplemented from time to time, including, without limitation Ordinance No. 17-39 of the Pasco County Board of County Commissioners establishing the CDD effective October 30, 2017. The CDD Documents shall also include, but shall not be limited to resolutions of the CDD authorizing construction and/or acquisition of infrastructure improvements and confirming the CDD's intention to issue special assessment revenue bonds to finance the cost of same.

"**CDD Facilities**" shall have the meaning set forth in Section 29 hereof. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE CDD FACILITIES ARE NOT COMMON AREAS WHICH ARE OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CDD FACILITIES BE CONSIDERED AS COMMON AREAS.

"**CDD Indemnified Parties**" shall mean the CDD and its officers, directors, agents, employees, affiliates and attorneys and their respective successors and assigns.

"**CDD Tract**" shall mean any Tract within DEL WEBB BEXLEY dedicated to and operated and maintained by the CDD.

"**Common Areas**" shall mean all real property interests and personalty within DEL WEBB BEXLEY designated as Common Areas from time to time by the Declarant, by this Declaration, by the Plat or by recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within DEL WEBB BEXLEY. The Common Areas shall include the private streets and roadways within DEL WEBB BEXLEY and may include, without limitation, the Recreational Facilities (as defined herein), entrance gates, features and signs, a manned gatehouse, fountains in ponds, buffer or landscaped areas, open space areas, internal buffers, perimeter buffers, perimeter walls and fences, easement areas owned by others, public rights of way, open space areas, irrigation facilities, sidewalks, street lights, and commonly used utility facilities. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH

ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS OR RECREATIONAL FACILITIES TO BE CONSTRUCTED BY DECLARANT OR TO BE OWNED OR OPERATED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION. FURTHER, AND WITHOUT LIMITING THE FOREGOING, CERTAIN AREAS THAT WOULD OTHERWISE BE COMMON AREAS SHALL BE OR HAVE BEEN CONVEYED TO THE CDD AND SHALL COMPRISE PART OF THE CDD FACILITIES. CDD FACILITIES SHALL NOT INCLUDE COMMON AREAS.

"**Community Amenity**" shall have the meaning set forth in Section 9.2 hereof.

"**Community Completion Date**" shall mean the date upon which all Homes in DEL WEBB BEXLEY, as ultimately planned and as fully developed, have been conveyed by Declarant to Owners.

"**Conservation Easements**" shall have the meaning set forth in Section 27.1 hereof.

"**Conservation Easement Property**" shall have the meaning set forth in Section 27.1 hereof. The Conservation Easement Property will be part of the CDD Facilities and will be owned and maintained by the CDD.

"**Contractors**" shall have the meaning set forth in Section 19.12.2 hereof.

"**County**" shall mean Pasco County, Florida.

"**Declaration**" shall mean this COMMUNITY DECLARATION FOR DEL WEBB BEXLEY, together with all amendments and modifications thereof and Supplements thereto.

"**Declarant**" shall mean PULTE HOME COMPANY, LLC, a Michigan limited liability company (the "**Declarant**"), or any successor or assign who has or takes title to any portion of the property described in **Exhibit 1** or **Exhibit 5** for development and/or sale and who is designated as Declarant in a recorded instrument which the immediately preceding Declarant executes. Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. Subject to Founder's prior written consent (or waiver of same) pursuant to Section 28 below, Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all, Declarant rights and/or obligations, the assignee shall not be deemed the Declarant, but may exercise those rights or shall be responsible for those obligations of Declarant assigned to it. Additionally any partial assignee that does not assume all of the obligations of Declarant shall not be deemed the Declarant.

"**Declarant Indemnified Parties**" shall mean the Declarant and its officers, directors, partners, agents, employees, affiliates and attorneys and their respective successors and assigns.

"**Declarant Purchase Contract**" shall mean that certain Purchase and Sale Agreement (together with all amendments thereto from time to time) between Founder, as Seller, and Declarant, as Builder, dated January 14, 2017 pursuant to which (i) Declarant has purchased the property comprising DEL WEBB BEXLEY from Founder and (ii) Declarant has the right to purchase the Additional Property to be submitted as future phases of DEL WEBB BEXLEY.

"**DEL WEBB BEXLEY**" shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

"**Founder**" shall mean NNP-BEXLEY, LLC, a Florida limited liability company and its successors and assigns as provided under the Bexley Residential Charter.

"**Governing Documents**" shall mean the CDD Documents, this Declaration, the Articles, the Bylaws, the Rules and Regulations, the Architectural Guidelines, and any applicable Supplemental Declaration all as amended from time to time.

"**Home**" shall mean a residential dwelling and appurtenances thereto constructed on a Lot within DEL WEBB BEXLEY. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"**Immediate Family Members**" shall mean the spouse of the Owner or Lessee and all unmarried children twenty-five (25) years and younger of the Owner or the Owner's spouse or the Lessee or the Lessee's Spouse. If an Owner or Lessee is unmarried, the Owner or Lessee may designate one (1) other person who is living with such Owner or Lessee in the Home in addition to children of the Owner or Lessee as an adult Immediate Family Member. No unmarried child or other person shall qualify as an Immediate Family Member unless such person is living with the Owner or Lessee within the Home.

"**Indemnified Parties**" shall mean the Declarant Indemnified Parties, the Association Indemnified Parties and the CDD Indemnified Parties.

"**Individual Assessments**" shall have the meaning set forth in Section 17.2.6 hereof.

"**Initial Contribution**" shall have the meaning set forth in Section 17.11 hereof.

"**Installment Assessments**" shall have the meaning set forth in Section 17.2.1 hereof.

"**Lease Agreement**" shall have the meaning set forth in Section 12.24 hereof.

"**Lender**" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or Home or (ii) Declarant and its affiliates, to the extent Declarant or its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

"**Lessee**" shall mean the lessee named in any Lease Agreement with respect to a Home who is legally entitled to possession of any Home within DEL WEBB BEXLEY.

"**Lot**" shall mean any platted lot that is within DEL WEBB BEXLEY. The term "Lot" also includes any interest in land, improvements, or other property appurtenant to the Lot, including without limitation a Home.

"**Master Plan**" shall mean collectively any full or partial concept plan for the development of DEL WEBB BEXLEY, as it exists as of the date of recording this Declaration, as same may be amended from time to time by Declarant, in its sole discretion, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Declarant as to the development of DEL WEBB BEXLEY, as Declarant reserves the right to amend all or part of the Master Plan from time to time.

"**Occupy**," "**Occupies**," "**Occupied**" or "**Occupancy**" shall mean, unless otherwise specified in the Governing Documents, staying overnight in a particular Home for at least ninety (90) total days in the subject calendar year. The term "Occupant" shall refer to any individual other than an Owner who Occupies a Home or is in possession of a Lot or Parcel, or any portion thereof or building or structure thereon, whether as a Lessee or otherwise, other than on a merely transient basis (and shall include, without limitation, a Resident).

"**Operating Expenses**" shall mean all costs and expenses of the Association. Operating Expenses may include, without limitation, all costs of ownership, operation, and administration of the Common Areas, including the Recreational Facilities and any Landscape Tracts and Landscape Easements; all community lighting including up-lighting and entrance lighting, all amounts payable in connection with any private street lighting agreement between Association and a public utility provider; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; private garbage and trash pickup for all Owners through a bulk contract; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; and any and all costs relating to the discharge of the obligations of the Association hereunder, or as determined to be part of the Operating Expenses by the Association. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves. If any of the foregoing items identified as possible Operating Expenses are operated and maintained by the CDD as CDD Facilities and funded by CDD Assessments, the same shall not be included in Operating Expenses.

"**Owner**" shall mean the record title owner (whether one or more persons or entities) of fee simple title to any Lot. The term "Owner" shall not include Declarant or Founder, even after the Turnover Date.

"**Parcel**" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property within DEL WEBB BEXLEY upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Lot.

"**Party Wall**" shall have the meaning set forth in Section 11.8 hereof.

"**Perimeter Walls/Fences**" shall have the meaning set forth in Section 10.10 hereof.

"**Permit**" shall collectively mean Permit No. 43013740.017, as amended or modified, issued by SWFWMD, a copy of which is attached hereto as **Exhibit 4**, as amended from time to time.

"**Person**" shall mean an individual, a corporation, a partnership, business trust, estate, a trustee, association, limited liability company, limited liability partnership, joint venture, government subdivision or agency, or any other legal or commercial entity.

"**Phase 1 Property**" shall mean the real property described on Exhibit 1 attached hereto.

"**Plat**" shall mean any plat of any portion of DEL WEBB BEXLEY filed in the Public Records, from time to time, including, without limitation, the plat of the Phase 1 Property (the "**Phase 1 Plat**"). This definition shall be automatically amended to include the plat of any additional phase of DEL WEBB BEXLEY, as such phase is added to this Declaration, or any replat of any portion of DEL WEBB BEXLEY.

"**Public Records**" shall mean the Public Records of Pasco County, Florida.

"**Qualified Occupant**" shall mean any person (i) twenty-two (22) years of age or older who Occupies a Home and was the original Occupant following purchase of the Home from the Declarant; or (ii) a person twenty-two (22) years of age or older who Occupies a Home with an Age-Qualified Occupant.

"**Recreational Facilities**" shall have the meaning set forth in Section 9.2 hereof.

"**Reserves**" shall have the meaning set forth in Section 17.2.4 hereof.

"**Resident**" shall mean each individual who resides in any Home.

"**Rules and Regulations**" shall mean the Rules and Regulations governing DEL WEBB BEXLEY as adopted by the Declarant prior to Turnover, or the Board thereafter, from time to time. The Rules and Regulations may be incorporated in the Architectural Guidelines or may be adopted separately by the Declarant or the Board, as applicable, subject to the terms of this Declaration. The adoption of Rules and Regulations, and any amendments thereto from time to time, shall require Founder's prior written consent (or waiver of same) pursuant to Section 28 below.

"**Single Family**" shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related, who maintain a common household in a Home.

"**Special Assessments**" shall mean those Assessments more particularly described as Special Assessments in Section 17.2.2 hereof.

"**Supplemental Declaration**" shall mean and refer to an instrument filed in the Public Records pursuant to Section 5.1 which subjects additional property to this Declaration, creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. Subject to Section 28 below, the Declarant may, by Supplemental Declaration, create additional classes of membership for the Owners of any additional property made subject to this Declaration pursuant to Section 5.1, with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

"**Surface Water Management System**" or "**SWMS**" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes, without limitation, exfiltration trenches, mitigation areas, lakes, wet and dry retention and detention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, ponds, swales, wetlands and any associated buffer areas, wetland mitigation areas, water control structures, inlets, floodplain compensation areas, drainage maintenance easements and those works defined in Section 373.403, Florida Statutes. The DEL WEBB BEXLEY Surface Water Management System includes those works authorized by SWFWMD pursuant to the Permit.

"**SWFWMD**" shall mean the Southwest Florida Water Management District.

"**Telecommunications Provider**" shall mean any party contracting with the Association to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers.

"**Telecommunications Services**" shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; cable television services; and data transmission services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

"**Title Documents**" shall have the meaning set forth in Section 24.8 hereof.

"**Tract**" shall mean and refer to any parcel, tract, unit or other subdivision of real property within DEL WEBB BEXLEY that is not contemplated to be improved with the construction of a Home.

"**Turnover**" shall have the meaning set forth in Section 7.3.1.2 hereof.

"**Turnover Date**" shall mean the date on which Turnover (the transition of control of the Association from Declarant to Owners) occurs.

"**Use Fees**" shall have the meaning set forth in Section 17.2.3 hereof.

"**Voting Interest**" shall mean and refer to the appurtenant vote(s) of each Lot and/or Parcel located within DEL WEBB BEXLEY, which shall include the voting interests of the Declarant.

3. Plan of Development.

3.1 Plan. The planning process for DEL WEBB BEXLEY is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of the community. Subject to the Title Documents, Declarant may and has the right to develop DEL WEBB BEXLEY and any adjacent property owned by the Declarant into residences, comprised of homes, villas, coach homes, townhomes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, and other forms of residential dwellings. The existence at any point in time of walls, entrance features, landscape screens, or berms or other improvements or facilities (including Recreational Facilities) is not a guaranty or promise that such items will remain or form part of DEL WEBB BEXLEY as finally developed.

3.2 Governing Documents. The Governing Documents create a general plan of development for DEL WEBB BEXLEY that may be supplemented by additional covenants, restrictions and easements applicable to particular areas within DEL WEBB BEXLEY, subject to the terms and conditions of this Declaration. In the event of a conflict between or among the Governing Documents and the additional covenants or restrictions, and/or the provisions of any other articles of incorporation, bylaws, rules or policies, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of DEL WEBB BEXLEY from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. All provisions of the Governing Documents shall apply to all Owners, and to all occupants of Homes, as well as their respective tenants, guests and invitees. Any Lease Agreement for a Home within DEL WEBB BEXLEY shall provide that the Lessee and all occupants of the leased Home shall be bound by and comply with the terms of the Governing Documents. Specific requirements for Lessees and tenants are set forth in this Declaration.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration regarding the specific rights and obligations of Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation or land use or development condition of approval affecting DEL WEBB BEXLEY for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments affecting the SWMS or any Conservation Areas must comply with Section 25.2 which benefits SWFWMD. No amendment shall be effective until it is recorded in the Public Records.

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents, except as expressly provided by applicable law as it exists on the date this Declaration is recorded.

4.3 Amendments Prior to the Turnover. Prior to the Turnover, Declarant shall have the right to amend this 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 date this Declaration is recorded or except as expressly set forth herein. Such amendments may include, without limitation (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of DEL WEBB BEXLEY; (ii) additions or deletions from DEL WEBB BEXLEY and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in maintenance, repair and replacement obligations; and (v) modifications of the use restrictions for Homes. Declarant's rights to amend under this provision are to be construed as broadly as possible. By way of example, and not as a limitation, Declarant may create easements over, under and across Lots conveyed to Owners provided that such easements do not materially and adversely impact the use of Homes on such Lots as residential dwellings. In the event the Association shall desire to amend this Declaration prior to the Turnover, the Association must first obtain Declarant's prior written consent to any proposed amendment, which can be withheld in Declarant's sole discretion. Thereafter, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, the Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

4.4 Amendments From and After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum.

4.5 Compliance with HUD, FHA, VA, FNMA, GNMA and SWFWMD. Notwithstanding any provision of this Declaration to the contrary, prior to the Turnover, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD, or any other governmental agency or body as a condition to, or in connection with, such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board.

4.6 Additional Restriction on Amendments. Notwithstanding any provision of this Declaration to the contrary, this Declaration may not be amended (i) to permit any person under

the age of nineteen (19) to Occupy a Home or (ii) in any other manner which would (a) result in the Community no longer being in compliance with the Act or (b) impact the Community's ability to comply with the requirements of the Act for the purpose of maintaining the age restrictions set forth in Section 16.1 hereof. In addition, all amendments to this Declaration must be approved (or be deemed approved) by Founder pursuant to Section 28 below.

5. Annexation and Withdrawal.

5.1 Annexation by Declarant. Prior to the Community Completion Date, additional lands may be made part of DEL WEBB BEXLEY by Declarant. Except for applicable governmental approvals (if any), and the consent of Founder for annexation of property other than the Additional Property as provided in Section 28.7 below, no other consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners or any Lenders). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration to this Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of DEL WEBB BEXLEY at the time of execution and recordation of this Declaration. Such Supplemental Declaration may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Except as otherwise provided herein, prior to the Community Completion Date, only Declarant may add additional lands to DEL WEBB BEXLEY.

5.2 Annexation by the Association. After the Community Completion Date, subject to applicable governmental approvals (if any) required for same, and the consent of Founder for annexation of property other than the Additional Property as provided in Section 28.7 below, additional lands may be annexed with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum.

5.3 Annexation by Founder. Founder may annex any portion or all of the Additional Property as part of DEL WEBB BEXLEY pursuant to Section 28.10 below.

5.4 Withdrawal. Prior to the Community Completion Date, Declarant may withdraw from the provisions and applicability of this Declaration any portions of DEL WEBB BEXLEY (or any additions thereto), subject to Founder's prior written consent (or waiver of same) pursuant to Section 28 below, by the recording of an amendment to this Declaration in the Public Records, which amendment shall require the joinder and consent of any owner of record title to such lands being withdrawn, if other than Declarant. The right of Declarant to withdraw portions of DEL WEBB BEXLEY shall not apply to any Lot that has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. Except as provided above, the withdrawal of any portion of DEL WEBB BEXLEY shall not require the consent or joinder of any other party (including without limitation, the Association, Owners, or any Lenders). Association shall have no right to withdraw land from DEL WEBB BEXLEY.

5.5 Effect of Filing Supplemental Declaration. Subject to Section 28 below, any Supplemental Declaration filed pursuant to this Section 5 shall be effective upon recording in the Public Records, unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and Assessment liability in accordance with the provisions of the Supplemental Declaration and this Declaration.

6. Dissolution.

6.1 Generally. The Association shall exist in perpetuity. Notwithstanding the preceding sentence, in the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In the event of termination, dissolution or final liquidation of the Association and the CDD does not own and operate the SWMS, ownership of the portion of the SWMS owned by the Association and the responsibility for the operation and maintenance of such portion of the SWMS must be transferred to and accepted by an entity in accordance with the rules and regulations of the SWFWMD and any such transfer and acceptance must be approved in writing by the SWFWMD prior to such termination, dissolution or liquidation.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Association, DEL WEBB BEXLEY and each Lot therein shall continue to be subject to the provisions of this Declaration, including without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section only shall apply with regard to the maintenance, operation, and preservation of those portions of DEL WEBB BEXLEY that had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1 Term. Subject to Section 28 below and the Declarant's right to amend this Declaration prior to Turnover and the Association's right to amend this Declaration after Turnover, the covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the Public Records, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty-five (25) year period, or each successive ten (10) year period, an instrument signed by eighty percent (80%) of the total Voting Interests agreeing to terminate this Declaration has been recorded in the Public Records. Notwithstanding the preceding sentence, prior to any such termination of the Declaration, ownership of the portion of the SWMS owned by the Association, if any, and the responsibility for the operation and maintenance of the SWMS, to the extent the

SWMS is not operated and maintained by the CDD, must be transferred to and accepted by an entity in accordance with the rules and regulations of SWFWMD and any such transfer and acceptance must be approved in writing by SWFWMD. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change.

7.2 Transfer. The transfer of the fee simple title to a Home or Lot, whether voluntary or by operation of law, terminating an Owner's title to that Home or Lot, shall terminate the Owner's rights to use and enjoy the Common Areas and shall terminate such Owner's membership in the Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Lot. The record title owner of a Lot is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. The transferor of any Lot shall remain jointly and severally liable with the transferee for all obligations pursuant to this Declaration that accrue prior to the date of such transfer, including without limitation, payment of all Assessments accruing prior to the date of transfer.

7.3 Membership and Voting Rights.

7.3.1 In addition to the Declarant, upon acceptance of title to a Lot, and as more fully provided in the Articles and Bylaws, each Owner shall be a member of the Association. Membership rights are governed by the provisions of this Declaration, the Articles and Bylaws. Membership shall be an appurtenance to and may not be separated from the ownership of a Lot. Declarant rights with respect to membership in the Association are set forth in this Declaration, the Articles and Bylaws. The Association shall have the following two (2) classes of voting membership:

7.3.1.1 Class A Members. Class A members shall be all Owners. Each Class A member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

7.3.1.2 Class B Members. Declarant shall be the Class B member and shall be entitled to nine (9) votes for each Lot owned; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration or any Parcel designated as a Future Development Tract (or similar term) or set aside for future development under the Plat, Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within such Parcel owned by Declarant, until such time as the Parcel is platted into Lots, whereupon Declarant shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant shall be entitled to one (1) vote for each Lot owned. "Turnover" shall mean the transfer of control and operation of the Association by the Declarant to Owners. The Turnover of the Association by the Declarant shall occur on the Turnover Date at the Turnover meeting. At the

Turnover meeting, Owners shall elect a majority of the Directors. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Class A members of the date, location, and purpose of the Turnover meeting. The Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

(a) When ninety percent (90%) of the Lots ultimately planned for DEL WEBB BEXLEY are conveyed to Owners; or

(b) When the Declarant makes the election, in its sole and absolute discretion, to give written notice to the Association of its decision to cause the Turnover to occur; or

(c) as otherwise required under the Florida Statutes.

7.3.1.3 Declarant Election of Director. Notwithstanding the foregoing, from and after Turnover, for so long as Declarant holds at least five percent (5%) of the total number of Lots planned for DEL WEBB BEXLEY out for sale, Declarant, at Declarant's sole option, may elect one (1) member of the Board. Nothing herein shall require Declarant to elect or place any members on the Board after Turnover.

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with the Association. All provisions of this Declaration and other Governing Documents shall apply to both such Owner and the designated occupants.

7.5 Voting Interests. Voting Interests in the Association are governed by this Declaration, the Articles and Bylaws.

7.6 Document Recordation Prohibited. Neither the Association nor any Owner, nor group of Owners, may record any documents that, in any way, affect or restrict the rights of Declarant or conflict with the provisions of this Declaration or the other Governing Documents.

7.7 Conflicts. In the event of any conflict among this Declaration, the Articles, the Bylaws or any of the other Governing Documents, this Declaration shall control.

8. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of DEL WEBB BEXLEY for various public purposes or for the provision of telecommunications systems, or to make any portions of DEL WEBB BEXLEY part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of DEL WEBB BEXLEY. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND

ALL COMMON AREAS, INCLUDING RECREATIONAL FACILITIES, OR TO MODIFY, RELOCATE OR ELIMINATE COMMON AREAS OR RECREATIONAL FACILITIES AT ANY TIME, WITHOUT NOTICE AND AT ITS DISCRETION.

9. Common Areas. Common Areas shall include, without limitation, (i) Tracts dedicated or contemplated to be dedicated to the Association as depicted on the Plat, (ii) Tracts conveyed to the Association by separate instrument and (iii) all easements in favor of the Association created by the Plat, under this Declaration or by separate instrument recorded in the Public Records, and such tracts and easements are hereby dedicated and granted to the Association.

9.1 Prior to Conveyance. Prior to the conveyance of the Common Areas to the Association as set forth in Section 9.4 herein, any portion of the Common Areas owned by Declarant shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended, as Declarant in its sole discretion deems appropriate. During such period, Declarant shall own, operate, and administer the Common Areas without interference from any Owner or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to the Association. The current conceptual plans and/or representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. No party should rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be constructed by Declarant and owned and operated by the Association as part of DEL WEBB BEXLEY. Declarant, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein at its discretion without notice. It is anticipated by the Declarant that many of the facilities to be constructed within DEL WEBB BEXLEY for the common use and enjoyment of all Owners including, without limitation the SWMS and Conservation Easement Property, will be owned by the CDD or located within an easement granted to the CDD and will be operated, maintained and managed by the CDD.

9.2 Construction of Common Areas Improvements. Declarant anticipates it will construct, at its sole cost and expense, certain improvements as part of the Common Areas as Declarant determines in its sole discretion, which may include, without limitation, a community recreational center with pool, clubhouse, tennis courts, fitness center, meeting rooms, café, restaurant and bar (together the **"Community Amenity"**), a dog park, passive parks and other recreational facilities for the use and benefit of Owners, Lessees and their Immediate Family Members and guests (collectively, the "**Recreational Facilities**"). Declarant shall be the sole judge of the composition of any Common Area improvements comprising the Recreational Facilities. Prior to the Community Completion Date, Declarant reserves the absolute right to construct additional Common Area improvements (including Recreational Facilities) within DEL WEBB BEXLEY, from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Areas (including Recreational Facilities). Declarant is not obligated to, nor has it represented that it will construct any Common Area improvements or Recreational Facilities. Declarant is the sole judge of the Common Area improvements and Recreational Facilities, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property (e.g., furniture), color, textures, finishes or changes or modifications to any of them.

9.3 Use of Common Areas by Declarant. Until the Community Completion Date, Declarant shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by Declarant.

9.4 Conveyance.

9.4.1 Generally. The Common Areas may be designated by the Plat or in this Declaration, created in the form of easements, or conveyed to the Association by quitclaim deed or other instrument of conveyance as determined by the Declarant in its sole and absolute discretion. Association shall pay all costs of the conveyance at the Declarant's request. The designation of Common Areas, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein, and Association shall, and does hereby, indemnify and hold Declarant and the Declarant Indemnified Parties harmless on account thereof. Association, by its joinder to this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. Association shall accept any and all transfer of permits from Declarant or any other permittee, of any permit required by a governmental agency in connection with the development of DEL WEBB BEXLEY, including, without limitation, the Permit, as modified and/or amended. Association shall cooperate with Declarant or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits to the Association. THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED TO THE ASSOCIATION IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF SUCH COMMON AREAS PERSONAL PROPERTY, EQUIPMENT AND APPURTENANCES BEING CONVEYED. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to an irrevocable ingress and egress easement in favor of each Owner granting access to their respective Lots.

9.4.2 Common Area Reservations. Each deed of the Common Areas shall be subject to the following provisions:

9.4.2.1 a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

9.4.2.2 matters reflected on the Plat;

9.4.2.3 perpetual non-exclusive easements in favor of Declarant and its successors and assigns in, to, upon and over all of the Common Areas for the

purposes of vehicular and pedestrian ingress and egress, installation of improvements, utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. These easements shall run in favor of Declarant and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.2.4 the terms and conditions of the CDD Documents, this Declaration and all other restrictions, easements, covenants and other matters of record;

9.4.2.5 in the event that Association believes that Declarant shall have failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any of Declarant's obligations under law, or the Common Areas conveyed herein are defective in any respect, the Association shall give written notice to Declarant detailing the alleged failure or defect. Once the Association has given written notice to Declarant pursuant to this Section, the Association shall be obligated to permit Declarant and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Declarant to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Declarant to repair or address, in Declarant's sole option and expense, any aspect of the Common Areas deemed defective by Declarant during its inspections of the Common Areas. Association acknowledges and agrees that Association's failure to give the notice and/or otherwise comply with the provisions of this Section will irretrievably damage Declarant; and

9.4.2.6 a reservation of right in favor of Declarant (so long as Declarant owns any portion of DEL WEBB BEXLEY) to require that Association re-convey all or a portion of the Common Areas by quitclaim deed in favor of Declarant in the event that such property is required to be owned by Declarant for any purpose, including without limitation, the reconfiguration of any adjacent property by replatting or otherwise. To the extent legally required, Association shall be deemed to have granted to Declarant an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

9.5 Operation After Conveyance. Subject to the Association's right to grant easements and other interests as provided herein, and subject to the approval rights of the SWFWMD and the County under Section 25.1.7 below with respect to Common Areas containing or affecting the SWMS, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Turnover, (a) the approval of a majority of the Board; and (b) the written consent of Declarant, or (ii) from and after the Turnover, approval of (x) a majority of the Board; and (y) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the members.

9.6 Paved Common Areas. The Common Areas may contain certain paved areas. Without limiting any other provision of this Declaration, the Association is responsible for the

maintenance, repair and/or resurfacing of all paved surfaces, including but not limited to streets, alleyways, driveways, parking areas, pathways, bicycle paths, and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for a periodic inspection of all paved surfaces forming a part of the Common Areas by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses of the Association. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work and shall be an Operating Expense of the Association.

9.7 Delegation. Once conveyed to the Association, the Common Areas and improvements located thereon shall at all times be under the complete supervision, operation, control, and management of the Association. Notwithstanding the foregoing, the Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Declarant, its affiliates and/or subsidiaries shall have the right and option to manage Association at all times prior to Turnover. Owners and Association acknowledge that it is fair and reasonable to have Declarant, its affiliates and/or subsidiaries manage the Association prior to Turnover. Further, in the event that Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8 Use.

9.8.1 Nonexclusive Use. Except as provided herein, the Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of the Association) entitled to use those portions of the Common Areas subject to the Rules and Regulations applicable with respect to same. Prior to the Community Completion Date, Declarant, and thereafter, Association has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

9.8.2 Right to Allow Use. Declarant and/or the Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Any such agreement by the Association prior to the Community Completion Date shall require the prior written consent of Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

9.8.3 Water Levels of Wet and Dry Retention Areas and Lakes. NEITHER THE DECLARANT NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WET OR DRY RETENTION AREAS OR ANY LAKES WITHIN, ADJACENT TO OR AROUND DEL WEBB BEXLEY; PROVIDED, FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL SUCH WET OR DRY RETENTION AREAS AND LAKES MAY VARY. THERE IS NO GUARANTEE BY DECLARANT OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. DECLARANT AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY WET OR DRY RETENTION AREAS OR LAKES WITHIN, ADJACENT TO OR AROUND DEL WEBB BEXLEY.

9.8.4 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by the Association.

9.8.5 Assumption of Risk. Without limiting any other provision herein, (a) each Owner, for themselves, their Lessees and for the Immediate Family Members, Guests and invitees of such Owner or their Lessees, and (b) each member of the general public accessing or using any Common Areas or CDD Facilities (regardless of whether such access or use is permitted under this Declaration or otherwise), accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas or CDD Facilities including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within DEL WEBB BEXLEY; and (v) design of any portion of DEL WEBB BEXLEY. Each such person also expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all losses, liabilities, costs, damages and expenses, whether direct or consequential, arising from or related to the person's use of the Common Areas or CDD Facilities, including for attorneys' fees, paraprofessional fees and costs before trial, at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas or CDD Facilities, including, without limitation, all wet and dry retention areas, lakes or areas adjacent to any water body, do so at their own risk. Nothing herein shall be deemed to grant any such Owner, family member, guest, tenant, invitee or member of the general public any rights of access to or use of any such wet or dry retention area, lake or water body unless such right is expressly granted by this Declaration, the Association or the CDD, and all such access and use shall be subject to the Rules and Regulations applicable with respect to same. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS AND CDD

FACILITIES MAY CONTAIN WILDLIFE SUCH AS INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, BEARS AND FOXES. DECLARANT, THE CDD AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER OR LESSEES AND HIS OR HER IMMEDIATE FAMILY MEMBERS, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.6 Owners' Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Indemnified Parties against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the wet and dry retention areas and lakes within DEL WEBB BEXLEY by Owners and Lessees, and their Immediate Family Members, guests, invitees, or agents. Should any Owner bring suit against Declarant, the Association, the CDD or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees before trial, at trial and upon appeal.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to the Turnover, Declarant, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

9.9.2 Declarant Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Declarant or to any property owned by Declarant, and shall not be applied in a manner which would adversely affect the interests of Declarant. Without limiting the foregoing, Declarant and its assigns shall have the right to: (i) develop and construct Lots, Homes, Common Areas, and related improvements within DEL WEBB BEXLEY, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Lots and Homes and (b) residences and properties located outside of DEL WEBB BEXLEY), general office and construction operations within DEL WEBB BEXLEY; (iii) place, erect or construct portable, temporary or accessory buildings or structures within DEL WEBB BEXLEY for sales, construction, storage or other purposes up to the point of completion of development and sales for all Homes to be constructed in DEL WEBB BEXLEY; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of DEL WEBB BEXLEY; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas, or portions of DEL WEBB BEXLEY, including the CDD Facilities, signs and other materials used in developing, constructing, selling or promoting the sale of any portion DEL WEBB BEXLEY including, without limitation, Lots, Parcels and Homes; (vi) excavate fill from any lakes or waterways within

and/or contiguous to DEL WEBB BEXLEY by dredge or dragline, store fill within DEL WEBB BEXLEY and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, DEL WEBB BEXLEY and use and/or sell excess plants and trees, all of which shall be incidental to Declarant's development of DEL WEBB BEXLEY and not a separate business operation; and (vii) undertake all activities which, in the sole opinion of Declarant is necessary or convenient for the development and sale of any lands and improvements comprising DEL WEBB BEXLEY.

9.10 [Intentionally Deleted]

9.11 Default by Owners. No default by any Owner in the performance of the covenants and promises contained in this Declaration shall be construed or considered (i) a breach by Declarant or Association of any of their promises or covenants in this Declaration; (ii) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (iii) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.12 Special Taxing Districts. For as long as Declarant controls Association, Declarant shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of DEL WEBB BEXLEY to a special taxing district, or a public agency or authority under such terms as Declarant deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, entrance features, roads, landscaping, irrigation areas, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Declarant, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Declarant may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of County and all other applicable governing entities having jurisdiction with respect to the same.

9.13 Driveway Repair or Replacement. In the event the County or any of its subdivisions, agencies, and/or divisions must remove any portion of an Owner's driveway, then the Owner of such driveway shall be responsible to replace or repair the driveway at such Owner's expense, if such expenses are not paid for by the County. In the event an Owner does not comply with this Section 9.13, the Association may perform the necessary maintenance or replacement and charge the costs thereof to the non-complying Owner as an Individual Assessment. In the event that Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 9.13, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, before trial, at trial and upon appeal. Each Owner grants the Association an easement over their Lot for the purpose of ensuring compliance with the requirements of this Section 9.13.

9.14 Association's and Owners' Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless the Declarant Indemnified Parties and CDD Indemnified Parties from and against any and all claims, suits,

liabilities, losses, actions, causes of action, damages or expenses arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas or CDD Facilities, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of the Association, or Owners (and their Lessees, Immediate Family Members, guests and Invitees) or members of the general public, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, before trial and all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Expenses to the extent such matters are not covered by insurance maintained by the Association.

9.15 Site Plans and Plats. The Plat may identify some of the Common Areas within DEL WEBB BEXLEY. The description of the Common Areas and any Recreational Facilities on the Plat is subject to change and the notes on the Plat are not a guarantee of what facilities will be constructed on such Common Areas. Site plans used by Declarant in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on the Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Declarant and Owners with respect to the Common Areas and any Recreational Facilities.

9.16 Recreational Facilities.

9.16.1 General Restrictions. Each Owner, Lessee, Immediate Family Member and other person entitled to use the Recreational Facilities shall comply with following general restrictions:

9.16.1.1 Minors. Minors are permitted to use the Recreational Facilities; provided, however, parents and legal guardians for such minors are responsible for the actions and safety of such minors and any damages caused by such minors. Parents and legal guardians are responsible for the actions and safety of such minors and any damages to the Recreational Facilities caused by such minors. The Association may adopt reasonable Rules and Regulations from time to time governing minors' use of the Recreational Facilities, including without limitation, requirements that minors be accompanied by adults while using the Recreational Facilities.

9.16.1.2 Responsibility for Personal Property and Persons. Each Owner assumes sole responsibility for the health, safety, welfare and actions of such Owner, his or her Lessees, Immediate Family Members and guests, and the personal property of all of the foregoing, and each Owner shall not allow any such parties to damage the Recreational Facilities or interfere with the rights of other Owners and other parties permitted to use such Recreational Facilities hereunder. Neither the Declarant nor the Association shall be responsible for any loss or damage to any private property used, placed or stored on the Recreational Facilities. Further, any person entering the Recreational Facilities assumes all risk of loss with respect to

his or her equipment, jewelry or other possessions, including without limitation, purses, backpacks, wallets, phones, portable electronic devices, books, clothing, sports equipment or other items left in the Recreational Facilities.

9.16.1.3 Activities. Any Owner, Lessee, Immediate Family Member, guest, invitee or other person who, in any manner, makes use of the Recreational Facilities, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored either on or off the Recreational Facilities, shall do so at their own risk. Every Owner shall be liable for any property damage and/or personal injury at the Recreational Facilities, caused by any Owner, Lessee, Immediate Family Member, invitee or guest. No Owner may use the Recreational Facilities for any society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of the Association, which consent may be withheld for any reason.

9.16.1.4 Guests and Invitees. Guests and invitees must be accompanied by an Owner, Lessee or Immediate Family Member at all times when making use of the Recreational Facilities.

9.16.2 Recreational Facilities Personal Property. Property or furniture used in connection with the Recreational Facilities shall not be removed from the location in which it is placed or from the Recreational Facilities.

9.16.3 Indemnification. By the use of the Recreational Facilities, each Owner, Lessee, Immediate Family Member, invitee and guest agrees to indemnify and hold harmless the Indemnified Parties against all Losses incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to use of the Recreational Facilities by Owners, Lessees, Immediate Family Members and their guests and/or from any act or omission of the any of the Indemnified Parties. Losses shall include the deductible payable under any of the Association's insurance policies.

9.16.4 Attorney's Fees. Should any Owner, Lessee or Immediate Family Member, guest or invitee bring suit against the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Owner, Lessee, and/or Immediate Family Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

9.16.5 Basis For Suspension. The rights of an Owner, Lessee, Immediate Family Member, guest, invitee or other individual to use the Recreational Facilities may be suspended by the Association if, in the sole judgment of the Association:

9.16.5.1 such person is not an Owner or a Lessee or an Immediate Family Member or permitted guest of an Owner or Lessee;

9.16.5.2 the Owner, Lessee, Immediate Family Member, guest, invitee or other person for whom an Owner or Lessee is responsible violates one or more of the Association's Rules and Regulations;

9.16.5.3 an Owner, Lessee, Immediate Family Member and/or guest or invitee has injured, harmed or threatened to injure or harm any person within the Recreational Facilities, or harmed, destroyed or stolen any personal property within the Recreational Facilities, whether belonging to an Owner, third party or to the Association: or

9.16.5.4 an Owner fails to pay Assessments due.

9.16.6 Types of Suspension. The Association may restrict or suspend, for cause or causes described herein, any Owner's privileges to use any or all of the Recreational Facilities. By way of example, and not as a limitation, the Association may suspend a Lessee's privileges to use any or all of the Recreational Facilities if such Lessee's Owner fails to pay Assessments due in connection with a leased Home. In addition, the Association may suspend the rights of a particular Owner or Lessee (and/or Immediate Family Member) or prohibit an Owner or Lessee (and/or Immediate Family Member) from using a portion of the Recreational Facilities. No Owner whose privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Assessments or any other fees. During the restriction or suspension, Assessments shall continue to accrue and be payable each month. Under no circumstance will an Owner be reinstated until all Assessments and other amounts due to the Association are paid in full. The Board may suspend an Owner's of Lessee's right to use the Recreational Facilities as a result of failure to pay Assessments without prior notice or a hearing. Any suspension of an Owner's or Lessee's rights to use the Recreational Facilities for any other reason shall be imposed after fourteen (14) days' notice to such Owner or Lessee and an opportunity for a hearing before a committee of the Board which is comprised of three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association, and such suspension may not be imposed without the approval of a majority of the members of such committee. If the Association imposes a suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee.

10. Maintenance by the Association. The following provisions shall relate to all Lots and Homes within DEL WEBB BEXLEY.

10.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

10.2 Landscaping and Irrigation Maintenance. The Association shall be responsible for the following maintenance (together the "**Landscaping and Irrigation Maintenance**"):

10.2.1 operation, maintenance, repair and replacement of any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines and time clocks, wherever located) serving the Lots (the "**Lot Irrigation System**"), including water, reclaimed water and other utility charges, except that the Association shall have no responsibility for any sprinklers or other irrigation equipment installed by the Owner or occupant of any Lot;

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 installed on the Lot by Declarant in connection with the initial construction of a home or by any Owner with ARC approval (each a "**Pool Enclosure**" and such landscaping "**Pool Enclosure Landscaping**"). Pool 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 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 Enclosure Landscaping under any circumstances. Nothing herein shall be deemed to authorize the installation of Owner Installed Landscaping, Pool Enclosures or Pool Enclosure Landscaping on any Lot by any Owner without ARC approval of same, which can be withheld in the ARC's sole discretion.

10.2.4 The operation and maintenance of the Lot Irrigation System shall be under the exclusive control of the Association and any landscaping or irrigation contractor retained by the Association. No Owner, Lessee, Immediate Family Member or other guest or invitee shall attempt to program, tamper with, alter or modify any Lot Irrigation System or the spray field or hours of operation of any Lot Irrigation System. If any portion of an Owner's Lot Irrigation System is malfunctioning, such Owner or their Lessee shall promptly notify the Association with respect to same.

All other portions of the Lots and Homes, including any driveways, sidewalks, walkways, porches, patios or courtyards, shall be the responsibility of the respective Owners, including,

without limitation, maintenance, repair, and replacement, as necessary, of all pipes, lines, wires, conduits, or other apparatus which serve only the Lot, whether located within or outside the Lot's boundaries (including all utility lines and courtyard drain and associated pipes serving only the Lot). The cost of Landscaping and Irrigation Maintenance shall be an Individual Assessment against each Lot pursuant to Section 17.2.6 below and shall vary based upon the size categories for such Lots established by the Association, but shall be uniform for all Lots within each size category.

10.3 Natural Buffers. The Plat designates portions of Lots or Tracts which are subject to an easement for "Perimeter Natural Buffer" or similar purposes (a "Perimeter Buffer Easement"). No Owner or Lessee shall clear, install, remove, modify, disturb or alter any landscaping located within any Perimeter Buffer Easement, it being the intent that such areas remain in their natural vegetative state.

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 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.

10.5 Roadways. All roadways within DEL WEBB BEXLEY shall be private roadways which shall be maintained by the Association as an Operating Expense. THE ROADWAYS ADJACENT OR IN PROXIMITY TO DEL WEBB BEXLEY ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS TO BE MAINTAINED BY THE COUNTY OR CDD. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION AND DECLARANT HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC OR MAINTENANCE OF SUCH ROADWAYS BY THE COUNTY OR CDD.

10.6 Adjoining Areas. The CDD shall maintain those drainage areas, swales, lake maintenance easements, lake slopes and banks that are within the Common Areas or Lots. The CDD shall have an easement for ingress and egress across the Common Areas and across Lots as necessary for access to any such areas that are not readily accessible to the CDD through the Common Areas. The CDD shall be responsible for maintaining the landscaped areas adjoining

wet and dry retention areas that comprise the SWMS dedicated to the CDD by Plat. The Association may enter into an agreement with the CDD providing for the Association to maintain some or all of such landscaped areas, which landscape maintenance may be done (i) at the expense of the CDD, (ii) as an Operating Expense of the Association or (iii) some combination of (i) and (ii) at the Board's sole and absolute discretion. The CDD's right to maintain any portion of the SWMS dedicated to the County by Plat, if any, shall be, if necessary, pursuant to a separate "**Use Agreement**" with the County.

10.7 Repair of Damage Caused by Owners. The expense of any maintenance, repair or construction of any portion of the Common Areas or CDD Facilities necessitated by the negligent or willful acts of an Owner, or persons utilizing the Common Areas or CDD Facilities through or under an Owner, including Lessees, Immediate Family Members, guests and invitees, shall be borne solely by such Owner and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas or CDD Facilities by such Owner or their Lessees without the prior written approval of the Association or CDD, as applicable.

10.8 Right of Entry. Declarant, the CDD and the Association are granted a perpetual and irrevocable easement over, under and across all of DEL WEBB BEXLEY for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which they are entitled to perform. Without limiting the foregoing, Declarant specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Declarant may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of DEL WEBB BEXLEY if Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.9 Maintenance of Property Owned by Others. Association shall, if designated by Declarant (or by the Association after the Community Completion Date) by amendment to this Declaration or any document of record, maintain vegetation, landscaping, wetlands, conservation areas, irrigation systems, community identification/features and/or other improvements, areas or elements designated by Declarant (or by the Association after the Community Completion Date) upon areas that are within or outside of DEL WEBB BEXLEY. Such areas may abut, or be proximate to, DEL WEBB BEXLEY, and may be owned by, or be dedicated to, others including, but not limited to, the Bexley Residential Association, CDD, a utility, governmental or quasi-governmental entity or a property owners association. These areas may include (for example and not limitation) parks, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, wetlands, conservation areas, drainage areas, community identification or entrance features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways. To the extent provided in any agreement between Declarant and Association for the maintenance of any lakes or ponds outside DEL WEBB BEXLEY, the Association shall maintain the same and the costs thereof shall be paid by Owners as part of the Operating Expenses. The Association shall have the right to enter into new agreements or arrangements from time to time for improvements and facilities serving the

members of the Association or to amend the foregoing if the Board deems the same reasonable and appropriate for the continued use and benefit of any part of the Common Areas.

10.10 Perimeter Walls and Fences. The Declarant or CDD may install perimeter walls or fences, including a retaining wall, within any fence or wall easement (the "**Perimeter Wall/Fence Easement**") within DEL WEBB BEXLEY (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 Walls/Fences**"). 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 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.

10.11 Right-of-Way. The Association shall be responsible for the costs, charges and expenses incurred in connection with) maintenance of sidewalks, swales and drainage structures (to the extent not maintained by the CDD), irrigation, trees and landscaping located in the public right-of-way adjacent to any Common Areas (if any). Any costs associated with any such maintenance of the public right-of-way adjacent to any Common Areas shall be deemed part of the Operating Expenses.

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

10.13 Intentionally Deleted.

10.14 CDD Facilities. The CDD may contract with the Association for the maintenance, repair, and replacement of the CDD Facilities in the CDD's sole and absolute discretion and subject to any written agreement accepted by the Association in its sole and absolute discretion. In addition, if the Association desires that the CDD Facilities, or any portion thereof, be maintained, repaired and/or replaced to a higher level or standard than that which the CDD provides, the Association shall have the right, with the written consent of the CDD, to perform such additional maintenance, repair, and/or replacement as it desires, the costs and expenses of which shall be a part of the Operating Expenses of the Association.

11. Maintenance by Owners. Each Owner shall maintain his or her Lot and Home, including without limitation, all structural components, landscaping, driveways, garage doors, and any other improvements comprising the Lot or Home in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of DEL WEBB BEXLEY, except to the extent such maintenance responsibility is specifically the obligation of the Association pursuant to the terms of this Declaration, including the Landscaping and Irrigation Maintenance to be conducted by the Association pursuant to Section 10.2 above. In the event Lots and Homes are not maintained by the Owner of the Lot in accordance with the requirements of this Section 11, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the Owner and recover all costs and expenses incurred by the Association in connection with same as an Individual Assessment against such Owner's Lot pursuant to Section 17.2.6 below.

11.1 Right of Association to Enforce. Declarant hereby grants the Association an easement over each Lot for the purpose of insuring compliance with the requirements of this Section 11. In the event an Owner does not comply with this Section 11, the Association may perform the necessary maintenance and charge the costs thereof to the noncomplying Owner as an Individual Assessment. The Association shall have the right to enforce this Section 11 by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 11, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, before trial, at trial and upon appeal.

11.2 Intentionally Deleted.

11.3 Intentionally Deleted.

11.4 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon the cleared portion of any Lot. No refuse or unsightly objects shall be allowed to be placed or allowed to remain upon any Lot.

11.5 Paved Surfaces. Each Owner shall be responsible to timely repair, maintain and/or replace the driveways, walkways and all other paved surfaces comprising part of a Lot except sidewalks to be maintained by the Association. In the event the County or any of its subdivisions, agencies, and/or divisions must remove any portion of an Owner's driveway, walkway or other paved surface of a Lot for the installation, repair, replacement or maintenance of utilities, then the Owner of the applicable Lot will be responsible to replace or repair such paved surfaces at such Owner's expense. Further, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such paved surfaces in the event that such Owner fails to make the

required repairs, together with interest at the highest rate allowed by law. In the event an Owner does not comply with this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment.

11.6 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Declarant and Association shall not have liability under such circumstances for any damage or loss that an Owner may incur. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A HOME AND/OR LOT, EACH OWNER, FOR AND ON BEHALF OF THEMSELVES, THEIR LESSEES AND THE IMMEDIATE FAMILY MEMBERS OF THEMSELVES AND THEIR LESSEES, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED DECLARANT AND THE INDEMNIFIED PARTIES FROM ANY AND LIABILITY RESULTING FROM SAME.

11.7 Right of Way. No tree installed by the Declarant in such public right-of-ways, if any, adjacent to any Owner's Lot shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing DEL WEBB BEXLEY.

11.8 Party Walls. Each wall or fence, any part of which is placed on a dividing line between separate Lots as part of the original construction on the Lots shall constitute a "**Party Wall**." Each adjoining Owner's obligation with respect to Party Walls shall be determined by this Declaration, except as otherwise required by Florida law.

11.8.1 Sharing Repair and Maintenance. Each Owner shall maintain the exterior surface of a Party Wall facing his Lot. Except as provided in this Section 11.8, the cost of reasonable repair shall be shared equally by adjoining Lot Owners.

11.8.2 Damage by One Owner. If a Party Wall is damaged or destroyed by the act of one adjoining Owner, or his guests, tenants, licensees, agents or family members (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the Party Wall to its prior condition without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss or liabilities. No Owner shall violate any of the following restrictions and any damage (whether cosmetic or structural) resulting from violation of any of the following restrictions shall be considered caused by the Owner causing such action or allowing such action to occur on such Owner's Lot:

11.8.2.1 No Owner shall allow sprinklers installed or operated by such Owner with respect to Pool 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);

11.8.2.2 No Owner shall allow attachment of anything, including but not limited to any climbing plant or vine, to any Party Wall; and

11.8.3 Other Damage. If a Party Wall is damaged or destroyed by any cause other than the act of one of the adjoining Owners, his agents, tenants, licensees, guests or family members (including ordinary wear and tear and deterioration from lapse of time), then the adjoining Owners shall rebuild or repair the Party Wall to its prior condition, equally sharing the expense; provided, however, that if a Party Wall is damaged or destroyed as a result of an accident or circumstances that originate or occur on a particular Lot (whether or not such accident or circumstance is caused by the action or inaction of the Owner of that Lot, or his agents, tenants, licensees, guests or family members) then in such event, the Owner of that particular Lot shall be solely responsible for the cost of rebuilding or repairing the Party Wall and shall immediately repair the Party Wall to its prior condition.

11.8.4 Association Right to Repair. In the event that the Owner or Owners responsible for rebuilding, repairing, maintaining or replacing a Party Wall as provided above fail to conduct such required work with respect to the Party Wall, the Association may, but shall not be obligated to, conduct any or all such rebuilding, repairing, maintenance or replacement with respect to such Party Wall and the Owner or Owners originally responsible for same shall reimburse the Association for all costs and expenses incurred by the Association in connection with same, and shall be subject to an Individual Assessment against their Lot or Lots for all such costs and expenses.

11.8.5 Right of Entry. Each Owner shall permit the Owners of adjoining Lots, or their representatives, to enter his Lot for the purpose of installations, alteration, or repairs to a Party Wall on the Lot of such adjoining Owners, provided that other than for emergencies, requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner of the adjoining Lot. An adjoining Owner making entry pursuant to this Section shall not be deemed guilty of trespassing by reason of such entry. Such entering Owner shall indemnify the adjoining Owner from any consequential damages sustained by reason of such entry.

11.8.6 Right of Contribution. The right of any Owner to contribution from any other Owner under this Section 11.8 shall be appurtenant to the land and shall pass to such Owner's successors in title.

11.8.7 Consent of Adjoining Owner. In addition to meeting the requirements of this Declaration and of any applicable building code and similar regulations or ordinances, any Owner proposing to modify, alter, make additions to or rebuild (other than rebuilding in a manner materially consistent with the previously existing Party Wall) the Party Wall,

shall first obtain the written consent of the adjoining Owner, which shall not be unreasonably withheld, delayed or conditioned.

12. Use Restrictions. The following Use Restrictions shall apply to all Lots within DEL WEBB BEXLEY, except for any Lots owned by the Declarant. Each Owner, Lessee, Immediate Family Member and their guests and invitees must comply with the following:

12.1 Alterations and Additions. No material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ARC as required by this Declaration.

12.2 Animals. No animals of any kind shall be raised, bred or kept within DEL WEBB BEXLEY for commercial purposes. Except as provided below, Owners may keep domestic pets as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. Without limiting the generality of the forgoing, dog breeds or partial breeds that include pit bulls or other breeds deemed to be dangerous by the Board in its sole discretion are prohibited. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Lot. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet.

12.3 Artificial Vegetation. Except as otherwise permitted by Florida law, no artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARC.

12.4 Vehicles. Except as provided in the following sentence, the following restrictions shall apply to all vehicles utilized or parked in DEL WEBB BEXLEY. Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant or its agents, subcontractors, suppliers or consultants or by the Association or its contractors.

12.4.1 Parking. Owners', Lessees' and Immediate Family Members' vehicles shall not be parked in streets, private roadways or alleyways within DEL WEBB BEXLEY and shall only be parked in the garage or driveway of the respective Owners' Lot and shall not block the sidewalk. To the extent DEL WEBB BEXLEY has any guest parking, Owners, Lessees and Immediate Family Members are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in DEL WEBB BEXLEY except during the period of a delivery. No parking of vehicles of any kind, including vehicles of visitors, guests or invitees, shall be permitted in streets or private roadways within DEL WEBB BEXLEY. Any vehicles

parked within the streets or private roadways of DEL WEBB BEXLEY shall be subject to towing without further notice other than such notice or notices, if any, required by law.

12.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on DEL WEBB BEXLEY for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within DEL WEBB BEXLEY except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

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.

12.4.4 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle (i) without further notice (other than as required by applicable law, if any) with respect to any vehicle parked in or on the private streets or roadways of DEL WEBB BEXLEY and (ii) with respect to any other violation of this Section 12, if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the

vehicle or without prior notice if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this Section 12.4, "vehicle" shall also mean vehicles of all kinds and nature, including, without limitation, motorcycles, recreational vehicles, campers, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and Common Areas that are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting. Notwithstanding the foregoing, each Owner, by accepting title to a Home, acknowledges that the Association and Declarant are not responsible for (and will not be responsible for) monitoring, enforcing or towing with respect to vehicles parked on a street or private roadway or public road right of way within, adjacent to or in proximity with DEL WEBB BEXLEY.

12.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance with Section 14.2.2 of this Declaration. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ARC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

12.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant, administrative offices of Declarant, no commercial or business activity shall be conducted within DEL WEBB BEXLEY, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within DEL WEBB BEXLEY. No solicitors of a commercial nature shall be allowed within DEL WEBB BEXLEY, without the prior written consent of the Association. No day care center or facility or school or educational center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Declarant.

12.7 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes and/or Lots within DEL WEBB BEXLEY by Declarant. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES AND/OR LOTS; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING

RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES AND/OR LOTS IN DEL WEBB BEXLEY AND THE RESIDENTIAL ATMOSPHERE THEREOF.

12.8 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.

12.9 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas, except in areas designated for those purposes by the Association. The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout DEL WEBB BEXLEY.

12.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes, shall be installed or placed within or upon any portion of DEL WEBB BEXLEY without the prior written approval of the ARC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder (i) commencing October 1st and shall be removed by November 5th of each year and (ii) commencing the week before Thanksgiving and shall be removed not later than January 15 of the following year. The ARC may establish standards for holiday lights and decorations. The Association is not responsible for any damage to any holiday lights or decorations occurring during or in connection with the Association's conduct of Landscaping and Irrigation Maintenance or operation or maintenance of the Lot Irrigation System. The ARC may require the removal of any lighting or decoration that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through DEL WEBB BEXLEY) or interferes with the operation or maintenance of the Lot Irrigation System or the Association's conduct of Landscaping and Irrigation Maintenance or any other maintenance provided under this Declaration. Except as otherwise provided in Section 720.304(2)(b), Florida Statutes, and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ARC.

12.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of DEL WEBB BEXLEY complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Declarant, and thereafter by the Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

12.12 Drainage System. Drainage systems and drainage facilities may be part of the Common Areas or CDD Facilities, located within Lots or part of the SWMS dedicated to the CDD by Plat. Once drainage systems or drainage facilities are installed by Declarant, the maintenance of such systems and/or facilities thereafter shall be the responsibility of the CDD. In the event that such system or facilities (whether comprised of swales, pipes, pumps, water body slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions on any Lot, the cost of the CDD to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of such Lot containing all or a part of such drainage system and/or facilities and shall be paid by such Owner to the CDD

or, at the option of the Association, may be paid by the Association and assessed as an Individual Assessment against such Owner's Lot pursuant to Section 17.2.6 below. By way of example, and not of limitation, if the roots of a tree on one Lot subsequently affect pipes or other drainage facilities within another Lot, the Owner of the Lot containing such tree (irrespective of whether such Owner planted such tree) shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Lot, the Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Expenses. Nothing herein shall preclude the Association from maintaining the SWMS as an Operating Expense in the event that the CDD should ever fail to maintain same.

12.13 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) removing all removable furniture, plants and other objects from outside the Home; and (ii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. Neither Association nor Declarant shall have any responsibility of any nature relating to any unoccupied 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 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 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.

12.15 Fuel Storage. No fuel storage shall be permitted within DEL WEBB BEXLEY, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices and in compliance with the Rules and Regulations and with all applicable laws and codes.

12.16 Garages. Each Home shall have an enclosed garage sufficient, at a minimum, to contain two (2) vehicles. No garage shall be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required or during

times when the Owner or Lessee is conducting Home, yard or landscaping maintenance or cleaning the garage.

12.17 Garbage Cans. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from outside the Home or Lot. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up.

12.18 General Use Restrictions. Each Home, the Common Areas and any portion of DEL WEBB BEXLEY shall not be used in any manner contrary to the Governing Documents.

12.19 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ARC and shall match the color or trim of the Home and be of a neutral color. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning. Any approval by the ARC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

12.20 Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining within the Owner's Lot. Declarant or the Association may utilize a computerized loop system to irrigate the Common Areas. Any such computerized loop irrigation system that is not specifically the maintenance obligation of an Owner, shall be the maintenance obligation of the Association and is deemed part of the Common Areas. The costs of operating and maintaining such computerized loop irrigation systems to irrigate the Common Areas, including utility costs, shall be an Operating Expense.

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 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.

12.22 Laundry. Subject to the provisions of Section 163.04, Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the street or an adjacent Lot (i.e., within a fenced yard); provided, that, any such clothes line shall be removed when it is not in use as a clothesline.

12.23 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of DEL WEBB BEXLEY. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of DEL WEBB BEXLEY shall be the same as the responsibility for maintenance and repair of the property concerned.

12.24 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "**Lease Agreements**") are subject to the provisions of this Section 12.24. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than one (1) year, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee and all other occupants of their Home should the Lessee or occupants refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such Lessee or occupants and the costs of the same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by Lessees of the Lessee's Immediate Family Members, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

12.25 Minor's Use of Commonly Shared Facilities. Parents and legal guardians shall be responsible for all actions of their minor children at all times in and about DEL WEBB BEXLEY. Neither Declarant nor Association shall be responsible for any use of the Common Areas, by anyone, including minors. The Board of Directors may adopt reasonable Rules and Regulations governing minors' use of the Recreational Facilities.

12.26 Nuisances. No noxious or offensive activity, nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of DEL WEBB BEXLEY is permitted. No firearms or fireworks shall be discharged within DEL WEBB BEXLEY except discharge of firearms as permitted to protect persons or property under current law. Nothing shall be done or kept within the Common Areas, or any other portion of DEL WEBB BEXLEY, including a Home or Lot which will increase the rate of insurance to be paid by the Association.

12.27 Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

12.28 Paint. The exterior of Homes shall be re-painted within forty-five (45) days of notice by the ARC to the Owner of applicable Lot.

12.29 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of DEL WEBB BEXLEY, which is unsightly or which interferes with the comfort and convenience of others.

12.30 Removal of Soil and Additional Landscaping. Without the prior consent of the ARC, no Owner shall remove soil from any portion of DEL WEBB BEXLEY, change the elevation, level or slope of the land within DEL WEBB BEXLEY, or plant or remove landscaping which results in any permanent change in the flow and drainage of surface water within DEL WEBB BEXLEY. Owners may place additional plants, shrubs, or trees within any portion of DEL WEBB BEXLEY within their respective Lots (which shall constitute Owner Installed Landscaping) with the prior written approval of the ARC.

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 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 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 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.

12.32 Roofs, Driveways and Pressure Cleaning. Roofs, exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure cleaned within thirty (30) days of notice by the ARC to the Owner of the Lot. No surface applications to driveways shall be permitted without the prior written approval of the ARC as to material, color and pattern. Such applications shall not extend beyond the Lot line or include the sidewalk. All roofs must be in compliance with the Architectural Guidelines.

12.33 Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ARC as required by this Declaration. The ARC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ARC in order to address the safety and welfare of the residents of DEL WEBB BEXLEY. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("**FCC**") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

12.34 Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of DEL WEBB BEXLEY, including without limitation, any Home, Lot or vehicle, that is visible from the outside; provided, however, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4 ½') by six feet (6'). Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including without limitation noise and lighting ordinances in the County and all setback and location criteria contained in this Declaration. Notwithstanding the foregoing, one (1) in ground, temporary sign used solely in connection with the sale or leasing of a Lot or Home may be displayed on such Lot after the Community Completion Date if such sign has been first approved by the ARC or complies with any guidelines for such signs promulgated by the ARC or Board.

Declarant is exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns, the right, privilege and easement to construct, place and maintain upon any property within DEL WEBB BEXLEY such signs as they deem appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

12.35 Sports Equipment. Except such as are installed by Declarant, no recreational, playground or sports equipment shall be installed or placed within or about any portion of DEL WEBB BEXLEY without prior written consent of the ARC. Basketball hoops and backboards of all kinds are prohibited. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing recreational playground or sports equipment or facilities may be adopted by the Association from time to time.

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. 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.

12.37 Subdivision and Regulation of Land. No portion of any Home or Lot shall be divided or subdivided or its boundaries changed without the prior written approval of the Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to DEL WEBB BEXLEY, without the prior written approval of (a) Declarant prior to the Community Completion Date, which may be granted or denied in its sole discretion, and (b) the Association.

12.38 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of DEL WEBB BEXLEY or within any Home or Lot, except those which are required for normal household use and used in compliance with all laws and codes. All propane tanks for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground.

12.39 Swimming, Wading, Boating, Docks and Fishing. Swimming and wading are prohibited within any of the water bodies within or adjacent to the boundaries of DEL WEBB BEXLEY. The use of boating and personal watercraft of all kinds on or within any of the water bodies within or adjacent to the boundaries of DEL WEBB BEXLEY is prohibited. No dock, pier or structure of any kind extending into any water bodies within or adjacent to the boundaries of DEL WEBB BEXLEY shall be installed. Fishing within any water bodies within or adjacent to DEL WEBB BEXLEY shall be allowed if permitted by the CDD in its sole discretion and then subject to such rules and regulations with respect to same as may promulgated by the CDD and Rules and Regulations of the Association from time to time.

12.40 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its Immediate Family Members, guests, tenants and invitees.

The Association shall not interfere with the freedom of Owners and Residents to determine the number of Qualified Occupants within a household, except that it may limit the total number of Persons entitled to occupy a Home based upon the size of the Home (based on such factors as the number of bedrooms), not to exceed the number permitted under current zoning ordinances and limit the number of Occupants per household who have full privileges to use of the Recreational Facilities, including the Community Amenity.

12.41 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Board and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

12.42 Wells and Septic Tanks. Neither potable water wells nor irrigation wells using groundwater or drawing water from any lakes, wet or dry retention areas or other water bodies will be allowed within DEL WEBB BEXLEY. No individual septic tanks will be permitted on any Lot.

12.43 Wetlands and Mitigation Areas. If the Common Areas include one or more preserves, wetlands, and/or mitigation areas, no Owner or other person shall take any action or enter onto such areas so as to adversely affect the same or violate any conservation or preserve easement or the Permit. Such areas are to be maintained by the CDD in their natural state. It shall be the CDD's responsibility to complete all wetland mitigation, maintenance and monitoring, if any, in accordance with all conditions and requirements of the Permit with respect to same.

12.44 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ARC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

12.45 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

12.46 Drones and Other Aerial Devices. No drone or other aerial devices such as motorized planes shall be flown or otherwise used in DEL WEBB BEXLEY by Owners, Lessees, Immediate Family Members, any of their guests or invitees or any other parties within DEL WEBB BEXLEY except as provided in this Section 12.46. Drones and aerial devices may be flown or used for personal recreational purposes in Common Areas specifically designated by the Association for such uses (the "**Drone/Aerial Device Areas**") and such uses shall comply with all Rules and Regulations promulgated by the Association with respect to same. The Association, in its sole discretion, may designate some, all or none of the Common Areas within DEL WEBB BEXLEY as Drone/Aerial Device Areas, may terminate in whole or part any such designation with respect to any Common Areas or may elect to prohibit drone and aerial device use within all of

DEL WEBB BEXLEY. In addition, the Association, in its sole discretion, may allow and may separately adopt additional Rules and Regulations pertaining to the commercial use of drones and aerial devices within DEL WEBB BEXLEY, including, but not limited to, use of such devices for deliveries within DEL WEBB BEXLEY. In the event of any conflict between the provisions of this Section 12.46 and any applicable Federal, State or local governmental laws, rules, regulations or restrictions governing the use of drones and aerial devices in DEL WEBB BEXLEY, such Federal, State and local governmental laws, rules, regulations or restrictions shall control. Declarant shall be exempt from the provisions of this Section 12.46.

13. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Lot shall encroach upon another Lot by reason of original construction by Declarant, then an easement for such encroachment shall exist so long as the encroachment exists. Lots may contain improvements that may pass over or underneath an adjacent Lot. A perpetual nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Lot.

14. Requirement to Maintain Insurance.

14.1 Association Insurance. Association shall maintain the following insurance coverage:

14.1.1 Casualty Insurance. Casualty or hazard insurance on Common Area improvements for which such insurance is available at a cost that is acceptable to the Board, in its sole discretion, and with such coverages, exclusions and deductibles as the Board determines, in its sole discretion. The Board may elect, in its sole discretion, not to maintain casualty insurance on any such Common Area improvements and failure to maintain such insurance shall not be deemed a breach of duty by the Board or the Declarant.

14.1.2 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

14.1.3 Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least thirty (30) days' prior written notice to Declarant (until the Community Completion Date) and Association.

14.1.4 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

14.1.5 Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional

management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon reasonable business judgment.

14.1.6 Other Insurance. Such other insurance coverage as deemed appropriate from time to time by the Board of the Association in their sole discretion. All coverage obtained by the Association shall cover all activities of the Association and all properties maintained by the Association, whether or not Association owns title thereto.

14.1.7 Declarant. Prior to the Turnover Date, Declarant shall have the right, but not the obligation, at Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the foregoing.

14.2 Homes.

14.2.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance on his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to re-sod and landscape land comprising the Lot. Upon the request of the Association, each Owner shall be required to supply the Board with evidence of insurance coverage on its Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of the Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

14.2.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Home ("**Required Repair**"), or (ii) the Owner shall tear the Home down, remove all the debris, and re-sod and landscape the property comprising the Home as required by the ARC ("**Required Demolition**") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be prosecuted in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner

acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

14.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 14.2 shall be in accordance with the Architectural Guidelines and any other standards established by the Association with respect to any casualty that affects all or a portion of DEL WEBB BEXLEY.

14.2.4 Additional Rights of the Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by the Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to the Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by the Association, including any costs incurred with the management and oversight of any such Required Repair or Required Demolition performed by the Association.

14.2.5 Association Has No Liability. Notwithstanding anything to the contrary in this Section 14.2, Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to the Association in this Section.

14.3 Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims with respect to same.

14.4 Casualty to Common Areas and Homes. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In such event, the Association shall have full discretion to redesign or relocate any Common Area improvements (including Recreational Facilities) or allocate any insurance proceeds to construction, maintenance repair or replacement of other Common Area improvements (including Recreational Facilities) or to other reserves or Operating Expenses provided that the Association shall reconstruct or repair any Common Area improvements necessary to continue to provide access, utilities and drainage to all Lots or Homes in DEL WEBB BEXLEY. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty in accordance with Section 14.2 above.

14.5 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform to the then current governmental regulation(s) or with respect to Common Area improvements as provided in Section 14.4 above.

14.6 Cost of Payment of Premiums. The costs of all insurance maintained by the Association hereunder, and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof are Operating Expenses.

14.7 Declarant has No Liability. Notwithstanding anything to the contrary in this Section, Declarant, its officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors shall not be liable to any Owner or any other person should the Association fail for any reason whatsoever to obtain insurance coverage for the Common Areas or should the Owner fail for any reason whatsoever to obtain insurance coverage for their Home.

14.8 Additional Insured. Prior to Turnover, Declarant shall be named as additional insured on all policies obtained by the Association, as their interests may appear.

15. Property Rights.

15.1 Owners' Easement of Enjoyment. Every Owner, Lessee, Immediate Family Member, guests and invitees, and every owner of an interest in DEL WEBB BEXLEY shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas that it is entitled to use for their intended purpose, subject to the following provisions:

15.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

15.1.2 Rules and Regulations adopted governing use and enjoyment of the Common Areas.

15.1.3 The right of the Association to suspend rights hereunder, including voting rights, or to impose fines in accordance with Section 720.305, Florida Statutes.

15.1.4 The right of the Association to suspend use rights (except vehicular and pedestrian ingress and egress and necessary utilities) of all or a portion of the Common Areas for any period during which any Assessment remains unpaid.

15.1.5 The right of Declarant and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Declarant.

15.1.6 The right of Declarant and/or Association to modify the Common Areas as set forth in this Declaration.

15.1.7 The perpetual right of Declarant to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Declarant unfettered access, ingress and egress to the Common Areas so that Declarant and/or its agents can perform all tests and inspections deemed necessary by Declarant. Declarant shall have the right to make all repairs and replacements deemed necessary by Declarant. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Declarant relative to any portion of the Common Areas.

15.1.8 The rights of Declarant, CDD and/or Association regarding DEL WEBB BEXLEY as reserved in this Declaration, including the right to utilize the same and to grant use rights to others.

15.2 Ingress and Egress. An easement for ingress and egress is hereby created for (i) pedestrian traffic over, and through and across streets, alleyways, sidewalks, paths, walks, driveways, passageways, roads and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas and (ii) vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

15.3 Development Easement. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself or its nominees over, upon, across, and under DEL WEBB BEXLEY as may be required in connection with the development of DEL WEBB BEXLEY, and other lands designated by Declarant and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes or any portion of DEL WEBB BEXLEY, and other lands designated by Declarant. Without limiting the foregoing, Declarant specifically reserves the right to use all paved roads and rights of way within DEL WEBB BEXLEY for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Declarant shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Owners as part of Operating Expenses. Without limiting the foregoing, at no time shall Declarant be obligated to pay any amount to the Association on account of Declarant's use of the Common Areas. Declarant may market other residences and commercial properties located outside of DEL WEBB BEXLEY from Declarant's sales facilities located within DEL WEBB BEXLEY. Declarant has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of residential homes. The easements created by this Section, and the rights reserved herein in favor of Declarant, shall be construed as broadly as possible and supplement the rights of Declarant set forth in Section 21 of this Declaration. At no time shall Declarant incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

15.4 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from telecommunications systems within DEL WEBB BEXLEY.

15.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to Lessees or occupants of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

15.6 Easement for Encroachments. In the event that any improvement upon Common Areas or any CDD Tract, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

15.7 Permits, Licenses and Easements. Prior to the Community Completion Date, Declarant, and thereafter Association, shall, in addition to the specific rights reserved to Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through DEL WEBB BEXLEY (including Lots, Parcels, Homes, Common Areas, and private streets and roadways) for telecommunications systems, utilities, the SWMS, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

15.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across DEL WEBB BEXLEY (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

15.9 Drainage. A non-exclusive easement shall exist in favor of Declarant, the CDD, the Association, if applicable, SWFWMD, the County and/or any federal agency having jurisdiction over DEL WEBB BEXLEY over, across and upon DEL WEBB BEXLEY, including all areas containing the SWMS or drainage or stormwater management easements created on the Plat or by separate instrument for drainage, irrigation and water management purposes. Any such drainage easement shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by Declarant, (ii) landscaping of the Surface Water Management System, (iii) as required by the County or the Permit, and/or (iv) improvements approved by the ARC. A non-exclusive easement for ingress and egress and access exists for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities

thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of DEL WEBB BEXLEY and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through DEL WEBB BEXLEY and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

15.10 Blanket Easement in favor of the Association. Association is hereby granted an easement over all of DEL WEBB BEXLEY, including all Lots, for the purposes of: (i) constructing, maintaining, replacing and operating all Common Areas; (ii) performing any obligation the Association is obligated to perform under this Declaration; (iii) taking such actions as the Association deems necessary or advisable in fulfilling its obligations and exercising its rights under this Declaration; and (iv) performing any obligation of an Owner for which the Association intends to impose an Individual Assessment.

15.11 Blanket Easement in favor of the CDD. The CDD is hereby granted an easement over all of DEL WEBB BEXLEY, including all Lots and Common Areas, for the purposes of: (i) constructing, managing, operating, maintaining, repairing, replacing, monitoring and preserving property, improvements and systems the CDD is required to maintain under the CDD Documents, including, but not limited to the SWMS and the Conservation Easement Property; (ii) performing any obligation the CDD is obligated to perform under the CDD Documents; and (iii) taking such actions as the CDD deems necessary or advisable in fulfilling its obligations and exercising its rights under the CDD Documents.

15.12 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

16. Restrictions Affecting Occupancy and Alienation.

16.1 Restrictions on Occupancy. Subject to the rights reserved to Declarant in Section 16.2, the Lots within DEL WEBB BEXLEY are intended for the housing of persons fifty-five (55) years of age or older. The provisions of this Section 16.1 are intended to be consistent with and are set forth in order to comply with the Fair Housing Amendments Act, 42 U.S.C. §3601 et seq. (1988), as amended, the exemption set out in 42 U.S.C. §3607(b)(1) and (b)(2)(c) and the regulations promulgated thereunder (collectively, as may be amended, the "**Act**") allowing discrimination based on familial status by satisfying the Act's Age-Restricted Exemption Requirement. Declarant or the Association, acting through the Board, shall have the power to amend this Section, without the consent of the Members or any person or entity except Declarant, for the purpose of maintaining the age restriction consistent with the Act, the regulations adopted pursuant thereto and any related judicial decisions in order to maintain the intent and enforceability of this Section. Without limiting the foregoing, in the event the provisions of the Act or the Act's Age-Restricted Exemption Requirement are amended, restated or replaced with alternate provisions modifying or restating the exemption allowing discrimination based upon familial status for housing of persons fifty-five (55) years of age or older (or any other age threshold designated in same), Declarant or the Association, acting through the Board, shall have the power to amend this Section 16 and this Declaration, without the consent of the Members or any other person or entity except Declarant, for the purpose of maintaining DEL WEBB BEXLEY'S ability

to enforce the age restrictions set forth herein or such modified restrictions as are required to remain in compliance with the Act, the regulations adopted pursuant thereto and any related judicial decisions in order to maintain the intent and enforceability of this Section.

16.1.1 Each occupied Home shall at all times be Occupied by at least one person fifty-five (55) years of age or older; however, in the event of the death of a person who was the sole Occupant fifty-five (55) years of age or older of a Home, any Qualified Occupant may continue to Occupy the same Home as long as the provisions of the Act are not violated by such Occupancy.

16.1.2 No person under the age of twenty-two (22) shall Occupy a Home.

16.1.3 Nothing in this Section shall restrict the ownership of or transfer of title to any Lot; provided, no Owner under the age of fifty-five (55) may Occupy a Home unless the requirements of this Section are met nor shall any Owner permit Occupancy of the Home in violation of this Section. Owners shall be responsible for including a statement that the Lots within DEL WEBB BEXLEY are intended for the housing of persons fifty-five (55) years of age or older and that Occupancy by any person under the age of twenty-two (22) is prohibited, as set forth in this Section, in conspicuous type in any Lease Agreement or other occupancy agreement or contract of sale relating to such Owner's Lot, which agreements or contracts shall be in writing and signed by the Lessee or purchaser and for clearly disclosing such intent to any prospective Lessee, purchaser, or other potential occupant of the Lot. Every Lease Agreement of a Lot or Home shall provide that failure to comply with the requirements and restrictions of this Section shall constitute a default under the Lease Agreement.

16.1.4 Any Owner may request in writing that the Board make an exception to the requirements for an Age-Qualified Occupant of this Section with respect to a Home on his or her Lot, based on documented hardship. The Board may, but shall not be obligated to, grant exceptions in its sole discretion, provided that all of the requirements of the Act and the Act's Age-Restricted Exemption Requirement would still be met, and further provided that no exception to Section 16.1.2 above shall be granted.

16.1.5 In the event of any change in Occupancy of any Home, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent Home, or otherwise, the Owner of the Home shall immediately notify the Board in writing and provide to the Board the names and ages of all current occupants of the Home and such other information as the Board may reasonably require to verify the age of each occupant required to comply with the Act. In the event that an Owner fails to notify the Board and provide all required information within ten (10) days after a change in Occupancy occurs, the Association may levy monetary fines against the Owner and the Lot for each day after the change in Occupancy occurs until the Association receives the required notice and information, regardless of whether the Occupants continue to meet the requirements of this Article, in addition to all other remedies available to the Association under this Declaration and Florida law.

16.2 Sales by Declarant. Notwithstanding the restriction set forth in this Section 16, Declarant reserves the right to sell Lots and Homes for Occupancy by Persons between forty-five (45) and fifty-five (55) years of age; provided, such sales shall not affect the Community's compliance with Act's Age-Restricted Exemption Requirement and all applicable State and Federal laws under which the Community may be developed and operated as an age-restricted community, including requirements that a minimum percentage of Homes be occupied by at least one Age-Qualified Occupant as required under Act's Age-Restricted Exemption Requirement and the Act or any other such State and Federal laws.

16.3 Monitoring Compliance; Appointment of Attorney-in-Fact. The Association shall be responsible for maintaining records to support and demonstrate compliance with the Act's Age-Restricted Exemption Requirement and the Act. The Board shall adopt policies, procedures and rules to monitor and maintain compliance with this Section and the Act, including policies regarding visitors, updating of age records, the granting of exemptions to compliance and enforcement. The Association shall periodically distribute such policies, procedures and rules to the Owners and make copies available to Owners, their Lessees and Mortgagees upon reasonable request.

16.4 Enforcement. The Association may enforce this Section 16 in any legal or equitable manner available, as the Board deems appropriate, including, without limitation, conducting a census of the occupants of Homes, requiring that copies of birth certificates or other proof of age for one new Age-Qualified Occupant per Home be provided to the Board on a periodic basis, in its sole discretion, taking action to evict the occupants of any Home which does not comply with the requirements and restrictions of this Section. Association's records regarding individual Members shall be maintained on a confidential basis and not provided except as legally required to governing authorities seeking to enforce the Act. Each Owner shall fully and truthfully respond to any Association request for information regarding the occupancy of Home on his or her Lot which, in the Board's judgment, is reasonably necessary to monitor compliance with this Section. Each Owner hereby appoints the Association as its attorney in fact for the purpose of taking legal or equitable action to dispossess evict or otherwise remove the occupants of any Home on his or her Lot as necessary to enforce compliance with this Section.

16.5 Owner Compliance and Indemnity. Each Owner shall be responsible for ensuring compliance of its Lot with the requirements and restrictions of this Section and the Association rules adopted hereunder, by itself and by its Lessees and other occupants of its Lot or Home. Each Owner, by acceptance of title to a Lot or Home agrees to indemnify, defend and hold Declarant, any affiliate of Declarant and the Association harmless from any and all claims, losses, damages and causes of action which may arise from failure of such Owner's Lot to so comply, including, without limitation, all assessments, costs, changes, attorneys' fees and other sums assessed against or incurred by the Association by the County or School Board (as defined below) under Section 16.7 below, and same shall be an Individual Assessment against such Owner's Lot. Such defense costs shall include, but not be limited to, attorney fees and costs.

16.6 Household Composition. The Association shall not interfere with the freedom of Members and Residents to determine the number of Qualified Occupants within a household, except that it may limit the total of Persons entitled to occupy a Home based upon the size of the Home (based on such factors as the number of bedrooms), not to exceed the number permitted

under current zoning ordinances and limit the number of occupants per household who have full privileges as members to use of the Common Area.

16.7 Pasco County Requirements. To be acceptable to the County for waiver of school impact fee or reduction of the mobility fee, transportation impact fee ("**TIF**") or trip generation mitigation, and in addition to the other provisions of this Section 16, the following covenants and restrictions are hereby imposed on DEL WEBB BEXLEY:

16.7.1 DEL WEBB BEXLEY is a housing facility or community operating under the exemption requirements of the Fair Housing Act, 42 U.S.C. § 3607, as amended, as housing for older persons. At least eighty (80%) percent of the units are occupied by at least one (1) person fifty-five (55) years or older, and the housing facility or community complies with 24 C.F.R. § 100.305, 100.306, and 100.307, as amended.

16.7.2 No person under the age of twenty-two (22) shall be allowed to permanently occupy any residential unit in DEL WEBB BEXLEY. Occupancy by the said individual(s) in any residential unit(s) for more than ninety (90) days shall constitute "permanent" occupancy.

16.7.3 The Association shall be responsible for enforcing the foregoing restrictions and shall be jointly and severally liable along with the owner(s) of the violating unit(s) to the County and the District School Board of Pasco County ("**School Board**"), for payment(s) of any school impact fees, mobility fees, TIFs or transportation mitigation waived or reduced if such restrictions have been violated. Such payment(s) shall be calculated in accordance with the school impact fee, mobility fee, TIF, or the transportation mitigation rates or rules in effect at the time the violation(s) are discovered.

16.7.4 The foregoing restrictions are for the benefit of the County and the School Board who shall have the right to enforce violations of the foregoing restrictions by assessment of school impact fees, TIFs, mobility fees, or transportation mitigation by any means legally available to the Association or by any other legal remedy, including injunctive relief. The County and the School Board shall be entitled to recover any attorney's fees expended to enforce violations of the foregoing restrictions or to collect school impact fees, TIFs, or transportation mitigation waived or reduced in violation of the foregoing restrictions.

16.7.5 The foregoing restrictions shall survive any expiration of the other applicable deed restrictions and shall not be removed or amended without the consent and written agreement of both the County and the School Board.

16.7.6 Individual deeds and lease agreements for real property/units within DEL WEBB BEXLEY must contain the following language in its entirety:

16.7.6.1 The community of DEL WEBB BEXLEY is intended to be "housing for older persons" pursuant to the Fair Housing Act, 42 U.S.C. § 3607. No person under the age of twenty-two (22) shall be allowed to permanently occupy any residential unit in DEL WEBB BEXLEY. Occupancy by the said individual(s)

in any residential unit(s) for more than ninety (90) days shall constitute "permanent" occupancy.

16.7.6.2 The foregoing restrictions are for the benefit of Pasco County and the District School Board of Pasco County ("**School Board**") who shall have the right to enforce violations of the foregoing restrictions by assessment of school impact fees, mobility fees, transportation impact fees ("**TIFs**") or transportation mitigation by any means legally available to the DEL WEBB BEXLEY COMMUNITY ASSOCIATION, INC., or by any other legal remedy, including injunctive relief. The County and the School Board shall be entitled to recover any attorney's fees expended to enforce violations for the foregoing restrictions or to collect school impact fees, mobility fees, TIFs, or transportation mitigation waived or reduced in violation of the foregoing restrictions.

16.7.6.3 The foregoing restrictions shall not be removed or amended without the consent and written agreement of both Pasco County and the School Board.

16.7.6.4 This restrictive covenant shall run with the land and be binding and enforceable against the lessee or grantee, his heirs, assigns and successors in interest.

16.7.7 In the event of any conflict between the other provisions of Section 16 and this Section 16.7, the terms of this Section 16.7 shall control.

17. Assessments.

17.1 General. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Board, assessments or charges as are fixed, established and collected from time to time by the Association (collectively, the "**Assessments**"). As Vacant Lots (as defined herein) and Spec Lots (as defined herein) are not improved or may not receive certain services, Declarant and any record title owner of a Vacant Lot or a Spec Lot shall not be assessed uniformly with Lots containing completed Homes which are not Spec Lots.

17.2 Purpose of Assessments. The Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining DEL WEBB BEXLEY, and in particular, without limitation, for the improvement, operation and maintenance of the Common Areas and other land, improvements or landscaping within or adjacent to DEL WEBB BEXLEY that are the responsibility of the Association, including, without limitation, the Surface Water Management System, to the extent not maintained by the CDD. Assessments shall include the following categories of charges as and when levied and deemed payable by the Board:

17.2.1 Any periodic assessment (on such frequency as determined by the Board) or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including without limitation, payment of

Operating Expenses and collection of amounts necessary to pay any deficits from prior years' operation ("**Installment Assessments**");

17.2.2 Intentionally Deleted.

17.2.3 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Surface Water Management System, to the extent same is the responsibility of the Association, or nonrecurring expenses ("**Special Assessments**");

17.2.4 Any specific fees, dues or charges to be paid for any special services, for any special or personal use of the Common Areas, or to reimburse the Association for the expenses incurred in connection with such service or use ("**Use Fees**");

17.2.5 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. The Board may, but shall have no obligation to, include a "**Reserve for Replacement**" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (the "**Reserves**"), including without limitation, Reserves for maintenance, repair and replacement of Recreational Facilities. Reserves shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are established; and

17.2.6 Any specific assessment for costs incurred by the Association which amounts are by their nature applicable only to one or more Lots, but less than all Lots ("**Individual Assessments**"). By way of example and not limitation, the cost of Landscaping and Irrigation Maintenance for each Lot shall be an Individual Assessment against each Lot that varies based upon the size category of such Lot as provided in Section 10.2 above. In addition, in the event an Owner fails to maintain their Lot or the exterior of their Home in a manner required by the Governing Documents, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

17.3 Designation. The designation of Assessment type and amount shall be made by the Association. Prior to the Community Completion Date, any such designation must be approved by Declarant. Such designation may be made on the budget prepared by the Association. The designation shall be binding upon all Owners.

17.4 Allocation of Operating Expenses.

17.4.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Owner shall pay Operating Expenses,

Special Assessments and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots in DEL WEBB BEXLEY conveyed to Owners or any greater number determined by Declarant from time to time. Declarant, in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Lots owned by Owners. In addition, any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "**Vacant Lot**") and any Lot that has a Home constructed thereon but is owned by the Declarant or Founder (a "**Spec Lot**") also shall be assessed at ten percent (10%) of the Installment Assessment assessed to Lots with Homes constructed thereon and owned by Owners. The Vacant Lot Assessment and the Spec Lot Assessment shall be additional income to the Association and Vacant Lots and Spec Lots shall not be included in the denominator used to determine each Owner's pro rata share of the Operating Expenses and Reserves (if any), unless otherwise determined by the Declarant in its sole and absolute discretion. In no event, however, shall Declarant pay Special Assessments.

17.4.2 In the event the Operating Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Expenses for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. The Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. After the Turnover Date, no vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein. Prior to the Turnover Date, a Special Assessment may be levied by the Association with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the members.

17.4.3 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners or the Declarant of any sums due.

17.5 General Assessments Allocation. Installment Assessments shall be uniform for all Lots improved with a Home, except as provided in this Declaration. Special Assessments and Reserves shall be allocated equally to each Owner. Notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of Declarant pursuant to Section 17.8 of this Declaration, Vacant Lots and Spec Lots shall be assessed at ten percent (10%) of the Installment Assessments assessed to Lots with Homes constructed thereon and owned by Owners. This lesser Assessment amount reflects that such Vacant Lots and Spec Lots will not benefit from maintenance and other services provided by the Association. At such time as a Home is conveyed by the Declarant or Founder to an Owner, then the Vacant Lot or Spec Lot, as applicable, shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of Installment Assessments and Special Assessments, except as otherwise provided herein.

17.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to, the special service or cost as specified by the Association.

17.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to such Owner. The record title owner of a Lot is jointly and severally liable with the previous record title owner of the Lot for all unpaid Assessments that came due up to the time of transfer of title. A record title owner of a Lot, regardless of how title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while such person or entity was the record title owner of the Lot. An Owner's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Areas or by abandonment of the Lot upon which the Assessments are made.

17.8 Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Lots conveyed to Owners on or prior to September 30th of the prior fiscal year, it is possible that the Association may collect more or less than the amount budgeted for Operating Expenses. Prior to the Turnover, Declarant shall have the option to (i) pay any Operating Expenses incurred by the Association that exceed the Assessments receivable from Owners and other income of the Association (the "**Deficit**"), or (ii) pay Installment Assessments on Homes or Lots owned by Declarant at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots and Spec Lots, owned by Class A members. Notwithstanding any other provision of this Declaration to the contrary, Declarant shall never be required to (i) pay Assessments if Declarant has elected to fund the Deficit instead of paying Assessments on Homes or Lots owned by Declarant, (ii) pay Special Assessments or Reserves, or (iii) fund deficits due to delinquent Owners. Any surplus Assessments collected by the Association may be allocated towards the next year's Operating Expenses or, in the Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall the Association be required to pay surplus Assessments to Owners. The Declarant may at any time give thirty (30) days prior written notice to the Association terminating its responsibility for the Deficit, and waiving its right to exclusion from Assessments. Upon giving such notice, or upon Turnover, whichever is sooner, each Lot owned by Declarant shall thereafter be assessed at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots and Spec Lots, owned by Class A members. Declarant shall not be responsible for any Reserves or Special Assessments, even after the Turnover. Declarant shall be assessed only for Lots which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES. AS SUCH, THE

PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES, ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

17.9 Budgets. The initial budget prepared by Declarant is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, annual budgets shall be prepared and adopted by the Association. Assessments shall be payable by each Owner as provided in this Declaration. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED.

17.10 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

17.10.1 Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes. The Board may from time to time determine when the Installment Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments for Operating Expenses shall be collected on a monthly basis.

17.10.2 Special Assessments and Individual Assessments may be established by the Association, from time to time, and shall be payable at such time or time(s) as determined by the Board. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Declarant.

17.10.3 Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Association.

17.11 Initial Contribution. The first purchaser of a Lot from the Declarant shall pay to the Association an initial contribution in the amount 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.

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 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.

17.13 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Lot or Home unless all sums due to the Association have been paid in full and an estoppel certificate shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) business days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount that is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association or the Manager (as defined below) engaged by the Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate.

17.14 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Lot which, if not paid, could become a lien against the Lot that is superior to the lien for Assessments created by this Declaration.

17.15 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of the Association encumbering the Lot owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Lot, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person or entity that was the record title owner of the Lot at the time when the Assessment became due, as well as the such record title owner's heirs, devisees, personal representatives, successors or assigns.

17.16 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgage held by a Lender on any Lot, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section

720.3085, Florida Statutes. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from, the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to the Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such Lender. In the event Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender with respect to such payment. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

17.17 Acceleration. In the event of a default in the payment of any Assessment, the Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

17.18 Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five and no/100 Dollars ($25.00) per month or five percent of the delinquent installments whichever is greater (or such greater amount established by the Board and permitted by applicable law), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. Subject to providing any prior notice as may be required by law, if any, the Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use, the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent Assessment payment first due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

17.19 Exemption. Notwithstanding anything to the contrary herein, Declarant, at Declarant's sole option, shall either (i) pay Assessments on Lots and Homes owned by Declarant, including the applicable rate for Vacant Lots or Spec Lots, or (ii) fund the Deficit, if any, as set forth in Section 17.8 herein. In addition, the Board shall have the right to exempt any portion of DEL WEBB BEXLEY subject to this Declaration from the Assessments, provided that such part

of DEL WEBB BEXLEY exempted is used (and as long as it is used) for any of the following purposes:

17.19.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and

17.19.2 Any of DEL WEBB BEXLEY exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

In addition any portion of DEL WEBB BEXLEY that is owned by Founder shall be exempt from Assessments.

17.20 Collection by Declarant. If for any reason the Association shall fail or be unable to levy or collect Assessments, then in that event, Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy. Such remedies shall be deemed assigned to Declarant for such purposes. If Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

17.21 Rights to Pay Assessments and Receive Reimbursement. Association, Declarant and any Lender shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Lot or Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of the Association with regard to the amounts due.

17.22 Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's mortgage which default is not cured within thirty (30) days after Association learns of such default. A failure by the Association to furnish notice to any Lender shall not result in liability of the Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of the Association to Lender.

17.23 Collection from Lessees. If a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including without limitation, Assessments due from the Owner to the Association. All such payments made by a Lessee to the Association shall be credited against rent and other sums due from such Lessee to such Owner. So long as the Owner remains delinquent, future rent payments due to the Owner must be paid to the Association and shall be credited to the monetary obligations of the Owner to the Association; provided, however, if within fourteen (14) days from the written demand of the Association, the Lessee provides the

Association with written evidence of making prepaid rent payments, the Lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.

18. Information to Lenders and Owners.

18.1 Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Governing Documents.

18.2 Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

18.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

18.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

18.3.2 Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

18.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder; and

18.3.4 Any proposed action that specifically requires the consent of a Lender.

19. Architectural Control.

19.1 Architectural Review Committee. The ARC shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to DEL WEBB BEXLEY. The ARC shall consist of a minimum of three (3) members who shall initially be named by Declarant and who shall hold office at the pleasure of Declarant, provided, however, that pursuant to Section 28.5 below, Founder has the option to appoint one (1) member of the ARC until such time as Declarant has purchased all of the Additional Property from Founder pursuant to the Declarant Purchase Contract. Until the Community Completion Date, Declarant shall have the right to change the number of members on the ARC, and to appoint, remove, and replace all members of the ARC other than the member, if any, appointed by Founder. Declarant shall determine which members of the ARC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Declarant, Declarant shall have the right to replace any member within thirty (30) days of such occurrence. If Declarant fails to replace that member, the remaining members of the ARC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Declarant with respect to the ARC.

19.2 Membership. There is no requirement that any member of the ARC be a member of the Association.

19.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of DEL WEBB BEXLEY. Accordingly, the ARC shall have the right to approve or disapprove all architectural, landscaping, and improvements within DEL WEBB BEXLEY by Owners. The ARC shall have the right to evaluate all plans and specifications as to consistency with the Architectural Guidelines and Approved Plans, harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ARC. The ARC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Declarant, which may be granted or denied in its sole discretion.

19.4 Master Plan. Declarant has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Declarant reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DECLARANT MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING DEL WEBB BEXLEY. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW DEL WEBB BEXLEY WILL APPEAR UPON COMPLETION AND DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

19.5 Architectural Guidelines. Each Owner and its contractors and employees shall observe, and comply with, and all construction in DEL WEBB BEXLEY shall be consistent with (i) the Architectural Guidelines which now or may hereafter be promulgated by the Declarant or the ARC and approved by Founder pursuant to Section 28.6 below and (ii) Approved Plans as approved by Founder pursuant to Section 28.8 below. The Architectural Guidelines and Approved Plans shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise: and shall have the effect of covenants as if set forth herein verbatim. The Architectural Guidelines and Approved Plans shall not require any Owner to alter the improvements previously constructed. Until the Community Completion Date, Declarant, subject to approval of same by Founder pursuant to Sections 28.6 and 28.8 below, shall have the right to approve, adopt or amend the Architectural Guidelines and Approved Plans in its sole discretion.

19.6 Quorum. A majority of the ARC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. In lieu of a meeting, the ARC may act in writing.

19.7 Power and Duties of the ARC. No improvements shall be constructed on a Lot, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or installed upon on a Lot, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Declarant (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height,

materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ARC.

19.8 Procedure. In order to obtain the approval of the ARC, each Owner shall observe the following:

19.8.1 Each applicant shall submit an application to the ARC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ARC. The applications shall include such information as may be required by the application form adopted by the ARC. The ARC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ARC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ARC.

19.8.2 In the event the information submitted to the ARC is, in the ARC's opinion, incomplete or insufficient in any manner, the ARC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

19.8.3 No later than forty-five (45) days after receipt of all information required by the ARC for final review, the ARC shall approve or deny the application in writing. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ARC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ARC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ARC fails to respond within said forty-five (45) day period, the plans and specifications shall be deemed disapproved by the ARC.

19.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ARC.

19.8.5 In the event that the ARC disapproves any plans and specifications, the applicant may request a rehearing by the ARC for additional review of the disapproved plans and specifications. The meeting shall take place no later than forty-five (45) days after written request for such meeting is received by the ARC, unless applicant waives this time requirement in writing. The ARC shall make a final written decision no later than forty-five (45) days after such meeting. In the event the ARC fails to provide such written

decision within said forty-five (45) days, the plans and specifications shall be deemed disapproved.

19.8.6 Upon final disapproval (even if the members of the Board and the ARC are the same), the applicant may appeal the decision of the ARC to the Board within thirty (30) days of the ARC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ARC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

19.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ARC shall be subject to the approval of the ARC in the same manner as required for approval of original plans and specifications.

19.10 Variances. Association or ARC shall have the power to grant variances from any requirements set forth in this Declaration or from the Architectural Guidelines, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Architectural Guidelines on any other occasion.

19.11 Permits. Each Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

19.12 Construction Activities. The following provisions govern construction activities by Owners after consent of the ARC has been obtained:

19.12.1 Each Owner shall deliver to the ARC, if requested, copies of all construction and building permits as and when received by the Owner, as applicable. Each construction site in DEL WEBB BEXLEY shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas, and other such areas in DEL WEBB BEXLEY shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in DEL WEBB BEXLEY and no construction materials shall be stored in DEL WEBB BEXLEY, subject, however, to such conditions and requirements as may be promulgated by the ARC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any Common Areas or other Lots or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with

all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property. All construction activities shall comply with the Architectural Guidelines. If an Owner (or any of its contractors and employees) shall fail to comply in any regard with the requirements of this Section, the ARC may require that such Owner post security with the Association in such form and such amount deemed appropriate by the ARC in its sole discretion.

19.12.2 There shall be provided to the ARC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "**Contractors**") and changes to the list as they occur relating to construction. The ARC shall have the right to require that each Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ARC.

19.12.3 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Architectural Guidelines by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ARC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ARC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in DEL WEBB BEXLEY.

19.12.4 The ARC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within DEL WEBB BEXLEY. Each Owner and Contractor shall comply with such standards and cause its respective employees to also comply with same. The ARC may also promulgate requirements to be inserted in all contracts relating to construction within DEL WEBB BEXLEY and each Owner shall include the same therein.

19.13 Inspection. There is specifically reserved to the Association and ARC and to any agent or member of either of them, the right of entry and inspection upon any portion of DEL WEBB BEXLEY at any time within reasonable daytime hours, for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration or the Architectural Guidelines.

19.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner, as applicable, shall, upon demand of the Association or the ARC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicable Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by the Association or ARC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ARC and/or Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Architectural Guidelines, by any legal or equitable remedy.

19.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, the prevailing party shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

19.16 Certificate of Non-Compliance. In the event that any Owner fails to comply with the provisions contained herein, the Architectural Guidelines, or other rules and regulations promulgated by the ARC, the Association and/or ARC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Lot stating that the improvements on the Lot fail to meet the requirements of this Declaration and that the Lot is subject to further enforcement remedies.

19.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Lot by other than Declarant, or its designees, the Owner shall obtain a Certificate of Compliance from the ARC, certifying that the Owner, as applicable, has complied with the requirements set forth herein. The ARC may, from time to time, delegate to a member or members of the ARC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ARC's rights set forth in this Section 19. The issuance of a Certificate of Compliance by the ARC with respect to any improvements shall not be deemed a representation that such improvements comply with any or all applicable health, safety or building codes applicable to such improvements or representation regarding the structural integrity, workmanship, materials, design, systems, safety or any other aspect or matter with respect to such improvements.

19.18 Exemption. Notwithstanding anything to the contrary contained herein, or in the Architectural Guidelines, any improvements of any nature made or to be made by Declarant or CDD, including without limitation, improvements made or to be made to the Common Areas, CDD Facilities or any Lot, shall not be subject to the review of the ARC, the Association, or the provisions of this Declaration or the Architectural Guidelines, but shall be in compliance with Approved Plans as provided in Section 28.8 below.

19.19 Exculpation. Declarant, Association, the directors or officers of the Association, the ARC, the members of the ARC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Declarant, Association, ARC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications or the issuance of a Certificate of Non-Compliance or a Certificate of Compliance with respect to such Owner's Lot or any improvements constructed thereon. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against Declarant, Association or their respective directors or officers, the ARC or the members of the ARC, or their respective agents, in order to recover any damages caused by the actions of Declarant, Association, or ARC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Declarant, and the ARC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, the Association, ARC

or their members, officers and directors. Declarant, Association, its directors or officers, the ARC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

20. Enforcement.

20.1 Right to Cure. Should any Owner do any of the following:

20.1.1 Fail to perform its responsibilities as set forth herein or in this Declaration or otherwise breach the provisions of this Declaration including, without limitation, any provision herein or therein benefiting SWFWMD;

20.1.2 Cause any damage to any improvement or Common Areas;

20.1.3 Impede Declarant or Association from exercising its rights or performing its responsibilities hereunder; or

20.1.4 Undertake unauthorized improvements or modifications to a Lot or Common Areas; or

20.1.5 Impede Declarant from proceeding with or completing the development of DEL WEBB BEXLEY, as the case may be;

Then Declarant and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Lot and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner, as applicable, as an Individual Assessment.

20.2 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Declarant or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

20.2.1 Commence an action to enforce the performance on the part of the Owner, as applicable, or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief: and/or

20.2.2 Commence an action to recover damages: and/or

20.2.3 Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy shall be assessed against the Owner, as applicable, as an Individual Assessment, and shall be immediately due and payable without further notice.

20.3 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

20.4 Rights Cumulative. All rights, remedies, and privileges granted to Declarant, Association and/or the ARC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Architectural Guidelines, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

20.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Architectural Guidelines may be enforced by Declarant and/or, where applicable, the CDD, Owners, and/or the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Architectural Guidelines shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Architectural Guidelines. SWFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SWMS.

20.6 Fines and Suspensions. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting SWFWMD and the Rules and Regulations and Architectural Guidelines.

20.6.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

20.6.2 A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "**Compliance Committee**") appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Compliance Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and

time of the hearing of the Compliance Committee. If the Association imposes a fine or suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee. The notice and hearing requirements under this Section 20.6.2 do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved at a properly noticed meeting of the Association's Board of Directors.

20.6.3 The non-compliance shall be presented to the Compliance Committee acting as a tribunal, after which the Compliance Committee shall hear reasons why a fine or suspension should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Compliance Committee from time to time. A written decision of the Compliance Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Compliance Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

20.6.4 The Compliance Committee may impose a fine against the Owner in the amount of One Hundred and no/100 Dollars ($100.00) (or any greater amount permitted by law from time to time) for each violation. Each day of noncompliance shall be treated as a separate violation and there is no cap on the aggregate amount the Compliance Committee may fine an Owner, tenant, guest or invitee. Fines shall be paid not later than five (5) days after notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board of Directors. Any fine in excess of One Thousand Dollars ($1,000.00) shall constitute a lien against the applicable Lot, and a fine shall further be lienable to the extent otherwise permitted under Florida law.

20.6.5 Notwithstanding the foregoing, the Compliance Committee may not suspend the right of any Owner, Lessee, Immediate Family Member, guest or invitee to use those portions of the Common Areas used to provide access or utility services to any Lot or Home or impose a suspension which impairs the right of any Owner, Lessee or Immediate Family Member to have vehicular and pedestrian ingress to and egress from their Lot or Home, including, but not limited to, the right to park vehicles as permitted in this Declaration.

21. Additional Rights of Declarant.

21.1 Sales and Administrative Offices. Declarant shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of DEL WEBB BEXLEY and sales and re-sales of Lots, Homes and/or other properties owned by Declarant or others outside of DEL WEBB BEXLEY. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of DEL WEBB BEXLEY, including Common Areas and CDD Facilities, as applicable, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas and CDD Facilities, as applicable, to show Lots or Homes. The sales office and signs and all items pertaining to development and sales remain the property of Declarant. Declarant shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date.

21.2 Modification. The development and marketing of DEL WEBB BEXLEY will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration or Architectural Guidelines, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of DEL WEBB BEXLEY to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

21.3 Promotional Events. Prior to the Community Completion Date, Declarant shall have the right, at any time, to hold marketing, special and/or promotional events within DEL WEBB BEXLEY and/or on the Common Areas without any charge for use. Declarant, its agents, affiliates, or assignees shall have the right to market DEL WEBB BEXLEY in advertisements and other media by making reference to DEL WEBB BEXLEY, including, but not limited to, pictures or drawings of DEL WEBB BEXLEY, Common Areas, Parcels and Homes constructed in DEL WEBB BEXLEY. All logos, trademarks, and designs used in connection with DEL WEBB BEXLEY are the property of Declarant, and Association shall have no right to use the same after the Community Completion Date except with the express written permission of Declarant.

21.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Declarant shall have the right, without charge, to use the Common Areas, including the Recreational Facilities, for the purpose of entertaining prospective purchasers of Lots, Homes, or other properties owned by Declarant outside of DEL WEBB BEXLEY.

21.5 Franchises. Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

21.6 Management. The Declarant may contract with a third party ("**Manager**") for management of the Association and the Common Areas.

21.7 Easements. Until the Community Completion Date, Declarant reserves the 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. By way of example, and not of limitation, Declarant may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Declarant, in perpetuity, for such purposes. Without limiting the foregoing, Declarant may relocate any easement affecting a Lot, or grant new easements over a Lot, after conveyance to an Owner, without the joinder or consent of such Owner, as applicable, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Lot. As an illustration, Declarant may grant an easement for telecommunications systems, irrigation, drainage lines or electrical lines over any portion of a Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Lot. Declarant shall have the sole right to any fees of any nature

associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without charge, if requested by Declarant: (i) join in the creation of such easements, etc. and cooperate in the operation thereof; and (ii) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Declarant which may be granted or denied in Declarant's discretion.

21.8 Right to Enforce. Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Architectural Guidelines and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees and cost at all levels of proceeding, including before trial, in mediation, arbitration and other alternative dispute, resolution proceedings, at all trial levels and appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so.

21.9 Additional Development. Subject to Section 28 below, if Declarant withdraws portions of DEL WEBB BEXLEY from the operation of this Declaration, then Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways that remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

21.10 Representations. Declarant makes no representations concerning development both within and outside the boundaries of DEL WEBB BEXLEY including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements on DEL WEBB BEXLEY or adjacent to or near DEL WEBB BEXLEY, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered regarding the Common Areas and Recreational Facilities.

21.11 Access/Entrance/Exit Gates Open During Daytime Hours. Until the Community Completion Date, Declarant reserve a right and easement for access over and through the streets, private roadways, and sidewalks of DEL WEBB BEXLEY for ingress and egress for Declarant's employees, agents, contractors, subcontractors, deliverymen, vendors, customers and invitees. At Declarant's sole option, until the Community Completion Date, all entrance or exit gates limiting access to DEL WEBB BEXLEY shall be open every day, including weekends and holidays, during hours to be established by Declarant from time to time (the "**Declarant Operating Hours**").

21.12 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, THE DECLARANT, THE ASSOCIATION AND THE INDEMNIFIED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF DEL WEBB BEXLEY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

21.12.1 IT IS THE EXPRESS INTENT OF GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF DEL WEBB BEXLEY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF DEL WEBB BEXLEY AND THE VALUE THEREOF:

21.12.2 ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR THE COUNTY OR PREVENTS TORTIOUS ACTIVITIES;

21.12.3 THE PROVISIONS OF GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS SHALL BE APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON; AND

21.12.4 EACH OWNER (BY VIRTUE Of ITS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF DEL WEBB BEXLEY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION, DECLARANT AND INDEMNIFIED PARTIES ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION, DECLARANT AND INDEMNIFIED PARTIES HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE.

21.13 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF IN CONNECTION WITH OR IN ANY WAY RELATED TO GOVERNING DOCUMENTS, INCLUDING ANY COURSE OF

CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

21.14 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, EACH HOME IS LOCATED IN PASCO COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN PASCO COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DECLARANT AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN PASCO COUNTY, FLORIDA.

21.15 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OPPORTUNITY TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DECLARANT IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE, SUCH RELIANCE IS DETRIMENTAL TO DECLARANT AND ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT DEL WEBB BEXLEY TO THIS DECLARATION AND/OR SELL A LOT OR HOME TO SUCH OWNER, EACH OWNER, BY ACCEPTANCE OF A DEED WITH RESPECT TO THEIR LOT OR HOME, SHALL BE DEEMED TO RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT AND THE DECLARANT INDEMNIFIED PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT AND THE DECLARANT INDEMNIFIED PARTIES, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

21.16 Duration of Rights. The rights of Declarant sets forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) the Community Completion Date or (ii) a relinquishment by Declarant in an amendment to the Declaration recorded in the Public Records.

21.17 Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of DEL WEBB BEXLEY, and may form condominium associations, sub-associations, or cooperatives governing such property. Any such instrument shall be consistent with the provisions of Section 4, and no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of DEL WEBB BEXLEY without Declarant's prior review and prior written consent. Evidence of Declarant's prior written consent shall be obtained in the form of a joinder executed by the Declarant. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

21.18 Right to Approve Sales Materials. Prior to the Community Completion Date, all sales, promotional, and advertising materials for any sale of property in DEL WEBB BEXLEY may be subject to the prior written approval of Declarant. Declarant shall deliver notice of Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If Declarant fails to do so within such thirty (30) day period, Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

21.19 Use Name of Bexley, DEL WEBB BEXLEY and Del Webb Marks. No person or entity shall use the name "DEL WEBB BEXLEY," its logo, or any derivative of such name or logo in any printed or promotional material without the Declarant's prior written approval. Until the Turnover Date, the Declarant shall have the sole right to approve the use of DEL WEBB BEXLEY name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name DEL WEBB BEXLEY in printed or promotional matter where such term is used solely to specify that particular property is located within DEL WEBB BEXLEY. Del Webb Corporation is an affiliate of Declarant. Any use by the Association of names, marks, or symbols of Del Webb Corporation or any of its affiliates (collectively "**Del Webb Marks**") shall inure to the benefit of Del Webb Corporation and shall be subject to Del Webb Corporation's periodic review for quality control. The Association shall enter into license agreements with Del Webb Corporation, terminable with or without cause and in a form specified by Del Webb Corporation in its sole discretion, with respect to permissive use of certain Del Webb Marks. The Association shall not use any Del Webb Mark without Del Webb Corporation's prior written consent.

The name "BEXLEY," along with all logos associated with such name, are the proprietary trade names and/or service marks of the Founder or its affiliates. No person or entity, including Declarant, shall use the name "Bexley," or any associated logo or depiction, for advertising or any other purpose in any promotional material, whether printed, audio, video, or otherwise, in any signage, on any Internet website, or in any logo or depictions, without the prior written consent of the Founder or the owner of such mark. Notwithstanding anything to the contrary in this Declaration, Founder, or the owner of such "Bexley" trade names and services marks, shall not be deemed to consent to the use of trade names and/or service marks, or in any way to waive its rights thereto, by failure to consent or withhold consent in writing within any time required by this Declaration for Founder's consent. The Founder, or the mark or trademark owner may condition

the use of protected names or marks upon the signing of one or more license agreement(s), which are intended to protect the tradenames and service marks from unauthorized use by others. Such license agreement(s) shall be non-exclusive, non-transferable, and in form and substance acceptable to the owner of the mark. Subject to such licensing agreements, the Association may use the word "Bexley" in its name. Other use by the Association, any Owner or the Declarant, is subject to the restrictions imposed in this section or otherwise imposed by Founder.

21.20 Density Transfers. If any party shall develop any portion of DEL WEBB BEXLEY so that the number of Lots contained in such portion of DEL WEBB BEXLEY is less than the allowable number of Lots allocated by governmental authorities to that particular Parcel, the excess allowable Lots not used by the such party (with respect to that Parcel) shall inure to the benefit of Declarant.

21.21 Equal Treatment. So long as Declarant owns any property described in Exhibit "1" or "5", neither the Association nor any other entity shall, without the prior written consent of Declarant, adopt any policy, rule, or procedure that:

21.21.1 limits the access of Declarant, its successors, assigns and/or affiliates or their personnel and/or guests, including visitors, to the Common Areas of the Association or to any property owned by any of them;

21.21.2 limits or prevents Declarant, its successors, assigns and/or affiliates or their personnel from advertising, marketing, or using the Association or its Common Areas or any property owned by any of them in promotional materials;

21.21.3 limits or prevents purchasers of new Homes constructed by Declarant, its successors, assigns and/or affiliates in DEL WEBB BEXLEY (including purchasers qualifying under Section 16.2) from becoming members of the Association or enjoying full use of its Common Areas subject to the membership provisions of this Declaration and the Bylaws;

21.21.4 impacts the ability of Declarant, its successors, assigns and/or affiliates, to carry out to completion its development plans and related construction activities for DEL WEBB BEXLEY, as such plans are expressed in the Master Plan, as such may be amended and updated from time to time. Policies, rules, or procedures affecting the provisions of existing easements established by Declarant and limiting the establishment by Declarant of easements necessary to complete DEL WEBB BEXLEY shall be expressly included in this provision. Easements that may be established by Declarant shall include but shall not be limited to easements for development, construction and landscaping activities, access, drainage and utilities; or

21.21.5 impacts the ability of Declarant, its successors, assigns and/or affiliates to develop and conduct customer service programs and activities with respect to DEL WEBB BEXLEY in a customary and reasonable manner.

The Association shall not exercise its authority over the Common Areas (including, but not limited to, any gated entrances and other means of access to DEL WEBB BEXLEY or the Additional Property) in a manner that interferes with the rights of Declarant set forth in this

Declaration or to impede access to any portion of DEL WEBB BEXLEY or the Additional Property over the streets and other Common Areas within DEL WEBB BEXLEY. The Association shall not condone, encourage it members or participate in public assembly for the purpose of interfering with Declarant's business within DEL WEBB BEXLEY or engage in any activity that presents a public health or safety risk.

21.22 Vacation Getaways. Declarant may, in its discretion, construct residential improvements and contract with third party providers for temporary occupancy in or adjacent to DEL WEBB BEXLEY and designate such improvements as within Declarants vacation program (the "**Vacation Getaways**"). Such Vacation Getaway units located outside of DEL WEBB BEXLEY shall not be Lots, and their owners shall not be Members of the Association. Vacation Getaway units shall have access to the Common Area and Recreational Facilities, including the Community Amenity, in consideration of the payment of reasonable use fees as provided by an arrangement negotiated between Declarant and Association prior to the commencement of such program.

Owners of Vacation Getaway Homes located within DEL WEBB BEXLEY shall be Members of the Association. Declarant may transfer or lease Vacation Getaway Homes and make Vacation Getaway Homes available for use by guests. Occupants of the Vacation Getaway Homes and units, whether located within or outside of DEL WEBB BEXLEY, shall have a non-exclusive easement for use, access and enjoyment in and to the Common Area, including but not limited to any Recreational Facilities and the Community Amenity. The Board shall assign Activity Cards or use privilege cards to Declarant on behalf of all owners of Vacation Getaway Homes located in DEL WEBB BEXLEY or Vacation Getaway units located outside DEL WEBB BEXLEY for the purpose of exercising such easement. Vacation Getaway Homes shall remain Vacation Getaway Homes until Declarant otherwise provides in written notice to the owner of such Vacation Getaway Home and to the Association.

22. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Declarant to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Declarant in the event such refund is received by the Association.

23. Assignment of Powers. Subject to Founder's prior written consent, all or any part of the rights, exemptions and powers and reservations of Declarant, as the case may be, herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records.

24. General Provisions.

24.1 Authority of Board. Except when a vote of the membership of the Association is specifically required, all decisions, duties, and obligations of the Association hereunder may be made by the Board. The Association and Owners shall be bound thereby.

24.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

24.3 Execution of Documents. Declarant's plan of development for the Property including, without limitation, the creation of one (1) or more special taxing districts may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners, Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot or any other portion of DEL WEBB BEXLEY, to execute or otherwise join in any petition and/or other documents required in connection with the creation of any special taxing district relating to DEL WEBB BEXLEY or any portion(s) thereof.

24.4 Affirmative Obligation of the Association. In the event that Association believes that Declarant has failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any of Declarant's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Declarant detailing the alleged failure or defect. Association agrees that once Association has given written notice to Declarant pursuant to this Section, Association shall be obligated to permit Declarant and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Declarant to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 8 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Declarant to repair or address, in Declarant's sole option and expense, any aspect of the Common Areas deemed defective by Declarant during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Declarant.

24.5 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

24.6 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

24.7 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF DEL WEBB BEXLEY ARE HEREBY PLACED ON NOTICE THAT (1) DECLARANT, THE CDD AND/OR THEIR RESPECTIVE AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO DEL WEBB BEXLEY, WHICH MAY CAUSE NOISE, DUST OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE,

LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF DEL WEBB BEXLEY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO DEL WEBB BEXLEY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DECLARANT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF DEL WEBB BEXLEY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

24.8 Title Documents. Each Owner by acceptance of a deed to a Lot acknowledges that such Lot is subject to certain land use and title documents recorded in the Public Records or issued by the County (collectively, the "**Title Documents**"). Declarant's plan of development for DEL WEBB BEXLEY may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners, Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Community Completion Date, Association shall assume all of the obligations of Declarant under the Title Documents unless otherwise provided by Declarant by amendment to this Declaration recorded by Declarant in the Public Records, from time to time, and in the sole and absolute discretion of Declarant.

24.9 Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of DEL WEBB BEXLEY. Prior to the Community

Completion Date, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of Declarant. If any such contract is established, the fees for the Telecommunications Services payable to the Telecommunications Provider shall be Operating Expenses and shall be included within the annual budget of the Association.

25. Surface Water Management System.

25.1 Surface Water Management System. The CDD shall be responsible for the operation and maintenance of the SWMS, ditches, canals, lakes, and wet and dry retention and detention areas in DEL WEBB BEXLEY. Operation and maintenance and any required reinspection of the SWMS shall be performed in accordance with the terms and conditions of the Permit. All SWMS within DEL WEBB BEXLEY, excluding those areas (if any) normally maintained by the County or another governmental agency, will be the ultimate responsibility of the CDD, whose agents, employees, contractors and subcontractors may enter any portion of the Lots or Common Areas and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. Notwithstanding the CDD's ultimate responsibility for the maintenance of SWMS, the Association shall have the right to enforce the provisions of this Section 25 to the extent the CDD does not take enforcement action.

25.1.1 Except as permitted by the Permit no construction activities may be conducted relative to any portion of the SWMS without the prior consent of the SWFWMD. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SWMS. To the extent there exists within DEL WEBB BEXLEY a wetland mitigation area or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SWFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SWFWMD in the Permit may be conducted without specific written approval from SWFWMD.

25.1.2 No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, the CDD, the Association or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

25.1.3 No Lot, Parcel or Common Area shall be increased in size by filling in any lake, pond or other water retention, or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the CDD and the Association. No person other than the Declarant, the CDD or the Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

25.1.4 The maintenance of all SWMS and conservation areas, excluding those areas (if any) maintained by the County or another governmental agency, will be the ultimate responsibility of the CDD. The CDD may enter any Lot, Parcel, Tract or Common

Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

25.1.5 Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including SWFWMD, the County, the CDD, the Association and the Declarant.

25.1.6 SWFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the CDD and the Association to compel it to correct any outstanding problems with the SWMS.

25.1.7 Any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS and any proposed conveyance or abandonment of any Common Areas containing or affecting the SWMS shall have the prior written approval of SWFWMD and the County.

25.1.8 No Owner may construct or maintain any building, residence or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the Permit and Plat of DEL WEBB BEXLEY, unless prior approval is received from the SWFWMD.

25.1.9 Each Owner within DEL WEBB BEXLEY at the time of the construction of a building, residence, or structure shall comply with the construction plans for the SWMS approved and on file with SWFWMD.

25.1.10 Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD.

25.1.11 No Owner shall conduct any construction, clearing, grading or landscaping within any drainage easement or otherwise improve or alter the character of any drainage easement.

25.2 Proviso. Notwithstanding any other provision in this Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, will be effective to change the CDD's responsibilities for the SWMS, unless the amendment has been consented to in writing by SWFWMD. Any proposed amendment which would affect the SWMS or any conservation areas must be submitted to SWFWMD for a determination of whether the amendment necessitates a modification of the Permit. Any amendment affecting the SWMS will not be finalized until any necessary modification of the Permit is approved by SWFWMD or the Association is advised that a modification is not necessary.

25.3 Provision for Budget Expense. In the event DEL WEBB BEXLEY has on site wetland mitigation (as defined in the regulations) that requires monitoring and maintenance, the CDD shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SWFWMD determines that the area(s) is successful in accordance with the Permit.

25.4 Association Performance of CDD Obligations Regarding SWMS. In the event the CDD fails to operate and maintain the SWMS in accordance with the requirements of SWFWMD, the Permit and this Declaration, the Association may, but shall not be obligated to, take such actions as are necessary to comply with such requirements and the cost of same shall be an Operating Expense.

26. Additional Disclosures and Restrictions.

26.1 Street Lighting Agreement. The Association may enter into an agreement to provide street lighting throughout DEL WEBB BEXLEY with a utility provider or company on such terms as are acceptable to the Association in its sole discretion (the "**Street Lighting Agreement**"). The cost of providing street lighting to DEL WEBB BEXLEY pursuant to the Street Lighting Agreement shall be an Operating Expense of the Association.

26.2 Wild Animals. DEL WEBB BEXLEY is located adjacent or nearby to certain undeveloped areas which may contain various species of wild creatures (including, but not limited to, alligators, bears, panthers, raccoons, coyotes and foxes), which may from time to time stray onto DEL WEBB BEXLEY, and which may otherwise pose a nuisance or hazard, all risks associated with which each Owner accepts by their purchase of a Lot. Owners shall not feed wild creatures of any kind nor otherwise engage in conduct that attracts wild creatures onto any portion of the Property. Conduct that may attract wild creatures onto DEL WEBB BEXLEY, and that may be restricted or regulated by the Association, includes, but is not necessarily limited to: (i) leaving food waste in containers or areas that are accessible by wild creatures, or allowing wild creatures to access food waste, pet food, BBQ grills, refrigerators or freezers in garages or on porches or patios; (ii) not picking fruit (including vegetables and berries) when they are ripe but allowing them to fall and remain on the ground; (iii) keeping bees; (iv) not keeping garage doors closed in accordance with Section 12.16 hereof; and (v) leaving trash containers outside overnight for next day pick-up by trash haulers, in lieu of putting them out in the morning of the day of pick-up. The Association, by and through the Board shall have the right to promulgate Rules and Regulations which regulate or restrict these activities or any other activities which, in the sole determination of the Board, attract wild creatures onto DEL WEBB BEXLEY. For purposes of illustration and not limitation of the foregoing sentence, the Board may promulgate Association Rules and Regulations mandating that Owners acquire, at their sole cost and expense, and use so called "Bear Resistant Trash Containers" for the disposition of food waste. Any such Bear Resistant Trash Containers shall be a type or types that are acceptable to the Association and that are capable of pick-up by any trash hauler(s) servicing the Project.

26.3 Association and Declarant Not Insurers of Safety or Security. The Association may, but shall not be obligated to, maintain or support various activities within DEL WEBB BEXLEY which are intended to foster or promote safety or security. In no event shall the Association, the Declarant or Indemnified Parties in any way be considered insurers or guarantors of security within

DEL WEBB BEXLEY, nor shall any of them be held liable for any loss or damage by reason of the lack of adequate security or safety measures or the ineffectiveness of any security or safety measures undertaken. No representation or warranty is made that any manned gatehouse, electronically operated entrance and exit gates, fire protection system, burglar alarm system or other security system installed or security measures undertaken on or about DEL WEBB BEXLEY cannot be compromised or circumvented, nor that any such systems or security measures will prevent loss or provide the detection or protection for which they may be designed or intended. Each Owner therefore acknowledges, understands and agrees that the Declarant, the Association, and the Indemnified Parties are not insurers or guarantors of safety or security and that each person entering upon DEL WEBB BEXLEY assumes all risks of loss or damage to persons and property resulting from the acts of third parties. Furthermore, each Owner specifically acknowledges, understands and agrees that entrance and exit gate(s) and any manned gatehouse in DEL WEBB BEXLEY are only provided as traffic control devices and are not provided as a measure of safety or security.

26.4 Traffic Enforcement. At the Association's option, the Association may enter into an agreement to provide for enforcement of traffic laws within DEL WEBB BEXLEY by the sheriff and all costs of such enforcement incurred by the sheriff shall be paid by the Association as an Operating Expense.

26.5 Gatehouses. Gatehouses may be constructed within or adjacent to DEL WEBB BEXLEY in order to limit access and to provide more privacy for the Owners and Lessees. Each Owner and Lessee and their Immediate Family Members, guests and invitees, acknowledge that any such gatehouse may restrict or delay entry into, or access within DEL WEBB BEXLEY by police, fire department, ambulances and other emergency vehicles or personnel. Each Owner and Lessee and their Immediate Family Members, guests and invitees agree to assume the risk that any such gatehouse will restrict or delay entry into, or access within DEL WEBB BEXLEY by police, fire department, ambulances or other emergency vehicles or personnel. Neither the Declarant, the Association nor any of the Indemnified Parties shall be liable to any Owner or Lessee or their Immediate Family Members, guests or invitees for any claims or damages resulting directly or indirectly from the construction, existence, maintenance, operation, delays in operation, staffing or failure or delay in staffing of any such gatehouses.

If any gatehouses are constructed within DEL WEBB BEXLEY, the Declarant makes no representations or warranties (i) that gatehouse staffing will be provided, (ii) if gatehouse staffing is provided, that it will be provided during any particular hours or be continued in the future, (iii) regarding training of gatehouse staff or (iv) operational policies and activities of the gatehouse staff. Nothing contained in this Declaration and nothing that may be represented to a purchaser by real estate brokers or salesmen representing the Declarant shall be deemed to create any covenants or restrictions, implied or express, with respect to the existence, operation or effectiveness of any gatehouses or gatehouse staff.

26.6 Recreational Facilities and Services Open to the Public. Declarant, prior to Turnover, and thereafter the Association, has the right to make the Recreational Facilities available to Persons other than Owners or Lessees by issuing passes or Activity Cards to such Persons. The Declarant, and thereafter the Association, shall establish qualification requirements, fees and dues for any Person using the Recreational Facilities who is not an Owner or Lessee. Any such Person

entitled to use the Recreational Facilities is granted a non-exclusive license to use the Recreational Facilities subject to full compliance with all obligations imposed by the Governing Documents, including without limitation all Rules and Regulations. The granting of such rights shall not reduce or abate any Owner's obligation to pay Assessments authorized pursuant to the terms of the Governing Documents, or give any Owner the right to avoid any of the provisions of the Governing Documents.

26.7 Activity Cards. At the discretion of the Board, Activity Cards may be issued to allow Owners and Lessees access to the Recreational Facilities.

26.7.1 Issuance by the Board. One (1) Activity Card shall be allocated to each Qualified Occupant of a Home, up to a maximum of two (2) Activity Cards per Home. The Board shall determine entitlement to Activity Cards on an annual basis. Activity Cards shall be renewed annually, provided, the Home continues to be occupied by a Qualified Occupant and all applicable Assessments and other charges pertaining to the Lot and Home have been paid. The Board may establish policies, limits and charges with regard to the issuance of additional, renewal or replacement Activity Cards and guest privilege cards.

26.7.2 Assignment of Rights. The right to an Activity Card is based upon Occupancy of a Home. Any Owner who leases or otherwise transfers Occupancy of his or her Home shall be deemed to have assigned his or her rights to an Activity Card to the Lessee or Occupant of such Lot. The Lessee or Occupant of the Home shall be entitled to an Activity Card only if the Home continues to be occupied by a Qualified Occupant and in no event shall an Activity Card be assigned to anyone under nineteen (19) years of age. Any Owner who leases or otherwise transfers Occupancy of his or her Home shall provide the Association with immediate written notice thereof and shall surrender to the Association his or her previously issued Activity Cards. Activity Cards shall be surrendered by any holder who ceases to Occupy a Home, or at any time upon written notification from the Association that the holder no longer is entitled to hold an Activity Card.

26.7.3 Vacation Getaways. Each Vacation Getaway, as described in Section 21.22, shall be allocated one Activity Card per guest per stay in that Vacation Getaway (up to a total of four (4) Activity Cards) for use by the temporary Occupants of the Vacation Getaway. Additional Activity Cards shall be issued to Declarant upon request with payment of the then current charge for additional Activity Cards.

26.7.4 Issuance to Declarant. As long as Declarant owns any portion of DEL WEBB BEXLEY or has the right to annex property pursuant to Section 5.1 hereof, the Association shall provide Declarant, free of charge, with as many Activity Cards as Declarant, in its sole discretion, deems necessary for the purpose of marketing DEL WEBB BEXLEY or the Additional Property described in Exhibit "5". Declarant may transfer the Activity Cards to prospective purchasers of Lots or Homes subject to such terms and conditions as it, in its sole discretion, may determine. Activity Cards provided to Declarant shall entitle the bearer to use all Common Areas and Recreational Facilities, including the Community Amenity (subject to the availability and payment of admission fees or other use fees charged to Owners or Lessees holding Activity Cards).

27. Conservation Easements.

27.1 Establishment of Conservation Easements. The provisions of Section 704.06, Florida Statutes establish the right of the SWFWMD and/or the County (the "Easement Grantee") to accept easements for the preservation of the natural habitat (such easements shall be referred to herein as the "**Conservation Easements**"). The easement areas for certain recorded Conservation Easements in favor of the SWFWMD are set forth on the Plat, or may be set forth on plats or in recorded instruments affecting land within the Bexley Residential Community in or around DEL WEBB BEXLEY. There are no other Conservation Easements established by this Declaration; however, Declarant reserves unto itself and to the Association the right to grant such easements over and upon portions of the Common Area or Lots unto the Easement Grantee pursuant to the provisions of Section 704.06, Florida Statutes. Any Conservation Easements so granted shall be subject to the requirements of Section 704.06, Florida Statutes, and the following provisions. For the purposes of this Declaration, any portion of the Common Area or any lands within DEL WEBB BEXLEY encumbered by a Conservation Easement shall be referred to as the "**Conservation Easement Property**." It is anticipated that all Conservation Easement Property will be owned and/or maintained by the CDD pursuant to the CDD Documents, and the CDD shall maintain same in accordance with the requirements of the SWFWMD, Permit and any applicable Conservation Easements.

27.2 Purpose. The purpose of a Conservation Easement is to assure that the Conservation Easement Property will be retained forever in its existing natural condition and to prevent any use of the Conservation Easement Property that will impair or interfere with the environmental value of the Conservation Easement Property. It is the further purpose of the Conservation Easement to prevent the construction and operation of docks, piers, boardwalks, or other preemptive structures that would extend through the Conservation Easement Property onto adjacent sovereignty submerged lands except as approved in the Permit (or any modification thereto) or any Management Plan attached to the Permit (the "**Management Plan**").

27.3 Prohibited Acts and Uses. Any activity on or use of the Conservation Easement Property inconsistent with the purpose of a Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

27.3.1 constructing or placing walls or fences, buildings, roads, signs, billboards, or other advertising, utilities or other structures on or above the ground;

27.3.2 dumping or placing soil or other substances or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials;

27.3.3 removing, mowing, trimming or destroying trees, shrubs, or other vegetation except:

27.3.3.1 The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

27.3.3.2 The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

27.3.3.3 Activities authorized by the Permit or described in any Management Plan or otherwise approved in writing by the SWFWMD are authorized; and

27.3.3.4 Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the SWFWMD are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, the owner of the Conservation Easement Property shall notify the SWFWMD in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the SWFWMD approved the plan.

27.3.4 excavating, dredging, or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface;

27.3.5 using the surface area of the Conservation Easement Property, except for purposes that permit the land or water area to remain predominantly in its natural condition;

27.3.6 activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, including, but not limited to, ditching, diking, clearing and fencing;

27.3.7 acting upon or using the Conservation Easement Property in a manner detrimental to such retention of land or water areas;

27.3.8 acting upon or using the Conservation Easement Property in a manner detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

27.4 Reserved Rights. The owner of record title to the Conservation Easement Property reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Conservation Easement Property, including, without limitation, the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Property that are not expressly prohibited herein and are not inconsistent with the Permit (or any modifications thereto), and the Management Plan, and the purposes of the Conservation Easement.

27.5 Rights of Easement Grantee. To accomplish the purposes stated herein, the owner of record title to the Conservation Easement Property shall, grant the following rights to the Easement Grantee and Declarant:

27.5.1 To enter upon the Conservation Easement Property at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in the Conservation Easement, and to enforce the rights therein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Property by the owner thereof at the time of such entry; and

27.5.2 To proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth therein, to prevent the occurrence of any of the

prohibited activities set forth therein, and to require the restoration of such areas or features of the Conservation Easement Property that may be damaged by any activities or use that is inconsistent with the Conservation Easement.

27.6 Easement Grantee's Discretion. The Easement Grantee may enforce the terms of the Conservation Easement at its discretion, but if the CDD, Association, Declarant, or any Owner, breaches any term of the Conservation Easement and the Easement Grantee does not exercise its rights under the Conservation Easement, the Easement Grantee's forbearance shall not be construed to be a waiver by the Easement Grantee of such term, or of any subsequent breach of the same, or any other term of the Conservation Easement, or of any of the Easement Grantee's rights under the Conservation Easement. No delay or omission by the Easement Grantee in the exercise of any right or remedy upon any breach by the CDD, Association, Declarant or any Owner shall impair such right or remedy or be construed as a waiver. The Easement Grantee shall not be obligated to Declarant, or to any other person or entity, to enforce the provisions of the Conservation Easement.

27.7 Easement Grantee's Liability. The owner of the fee interest in the Conservation Easement Property shall retain all liability for any injury or damage to the person or property of third parties that may occur on the Conservation Easement Property. Neither Declarant, nor any Owner, nor any person or entity claiming by or through Declarant or any Owner, shall hold the Easement Grantee liable for any damage or injury to person or personal property that may occur on the Conservation Easement Property.

27.8 Riparian Rights. The Conservation Easement shall convey to Easement Grantee the grantor's riparian rights of ingress and egress for boat docks, piers, boardwalks, and other preemptive structures and activities associated with the Conservation Easement Property except as necessary to construct, use, and maintain the structures and activities approved in the Permit (or any modification thereto) or Management Plan.

27.9 Acts Beyond Declarant's, CDD's or Association's Control. Nothing contained in the Conservation Easement shall be construed to entitle the Easement Grantee to bring any action against Declarant, the CDD or the Association for any injury to or change in the Conservation Easement Property resulting from natural causes beyond Declarant's, CDD's or the Association's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Declarant, CDD or the Association under emergency conditions to prevent, abate, or mitigate significant injury to the Conservation Easement Property or to persons resulting from such causes.

27.10 Recordation. Declarant shall record any Conservation Easement in a timely fashion and Declarant and the Owners of any Lots encumbered by the Conservation Easement shall re-record it by separate instrument at any time the Easement Grantee may require to preserve its rights. The Owners of any Lots encumbered by the Conservation Easement shall pay all recording costs and taxes necessary to record the Conservation Easement. Declarant will hold the Easement Grantee harmless from any recording costs or taxes necessary to record the Conservation Easement.

27.11 Successors. The covenants, terms, conditions, and restrictions of the Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Conservation Easement Property.

27.12 Restrictive Covenants Affecting Conservation Easements. No Owner or other person shall cut, remove, destroy, or otherwise disturb any plant, shrub, tree, or other vegetation within any Conservation Easement Property, nor shall any person, including, but not limited to any Owner, Declarant, CDD and the Association, deposit dirt, fill, grass clippings, trash, rubbish, tree trimmings, building materials, or other waste within, or grade or alter such Conservation Easement Property without the prior written consent (as evidenced by any required permit or other official certification) of the CDD, Association, Declarant, the County, and the SWFWMD.

28. Bexley Residential Charter, Founder and Bexley Residential Association Matters. DEL WEBB BEXLEY is not part of the Bexley Residential Community, is not subject to the Bexley Residential Charter and is not subject to the jurisdiction of the Bexley Residential Association. The rights and responsibilities of Declarant, the Association and the Owners under and with respect to the Founder, Bexley Residential Charter and Bexley Residential Association are as follows:

28.1 Owners are Not Members of the Bexley Residential Association. Owners in DEL WEBB BEXLEY are not members of the Bexley Residential Association.

28.2 Lots are Not Subject to Bexley Residential Association Assessments. Lots in DEL WEBB BEXLEY are not subject to assessments by the Bexley Residential Association.

28.3 Founder Approval of Declaration and Amendments. Declarant hereby grants to Founder, as long as Founder serves in such capacity under and pursuant to the Bexley Residential Charter, the right to review and approve this Declaration and all future amendments to this Declaration. Founder, by Founder's joinder in the execution of this Declaration, hereby provides and confirms Founder's review and approval of same. All future amendments to this Declaration shall require the Founder's review, approval and joinder prior to recordation of same, or waiver of such right of review and approval by Founder as provided in Section 28.12 below.

28.4 Bexley Residential Community Amenities. The Bexley Residential Charter contemplates construction and operation of certain recreational facilities and amenities (together the "**Bexley Residential Community Amenities**") for the recreational use of some or all of the members of the Bexley Residential Association and residents within the Bexley Residential Community. Owners in DEL WEBB BEXLEY are not members of the Bexley Residential Association and have no rights of access to or use of the Bexley Residential Community Amenities. Founder or the Bexley Residential Association, each in their sole discretion as provided in the Bexley Residential Charter, may grant Owners and Lessees in DEL WEBB BEXLEY use rights to some or all of the Bexley Residential Community Amenities on such terms and upon payment of such fees or charges as determined by Founder or the Bexley Residential Association, as applicable, in their sole discretion. Founder or the Bexley Residential Association may deny, limit or restrict such access and use rights, or increase applicable fees and charges for same from time to time in their sole discretion. No Owner, Lessee or Immediate Family Member in DEL WEBB BEXLEY or their guests or invitees shall have any right of access to or use of the Bexley

Residential Community Amenities except as may be granted by the Founder or Bexley Residential Association, as applicable, in their sole discretion.

28.5 Association Board and ARC. Until Declarant has purchased all of the Additional Property from Founder pursuant to the Declarant Purchase Contract, Founder, at Founder's option, may appoint (i) one member of the Board of the Association and (ii) one member of the ARC, provided, however, that any such Board member appointed by Founder after Turnover shall (a) be deemed appointed as the Declarant representative to the Board (and Declarant shall confirm such appointment as necessary) and (b) shall only serve for as long as Declarant is permitted to appoint a member of the Board pursuant to this Declaration and the Florida Statutes.

28.6 Additional Founder Approval Rights. Founder shall have the right to review and approve, including any amendments or supplements thereto, the Rules and Regulations and Architectural Guidelines adopted by Declarant, the Board or the Association, which approval will not be unreasonably withheld or delayed provided that same are not inconsistent with the requirements of the Declarant Purchase Contract. Such approval or disapproval shall be provided in writing within fifteen (15) business days of delivery of such proposed Rules and Regulations and Architectural Guidelines or proposed amendment or supplement to same. Failure of Founder to provide written disapproval of any such items within such time frame shall be deemed approval of same.

28.7 Founder Consent Rights. The following actions with respect to the development of DEL WEBB BEXLEY and this Declaration shall require Founder's joinder and consent.

28.7.1 Amendment of this Declaration as provided in Section 28.3 above or any Supplemental Declaration other than a Supplemental Declaration which annexes any portion of the Additional Property as part of DEL WEB BEXLEY without creating additional classes of members and without modifying, supplementing, waiving or replacing any term, condition or covenant of this Declaration applicable with respect to the land described in such Supplemental Declaration.

28.7.2 Conveyance or encumbrance of the Community Amenity other than conveyance from Declarant to the Association.

28.7.3 Assignment of Declarant's rights under this Declaration.

28.7.4 Annexation of lands as part of DEL WEBB BEXLEY other than the annexation of any portion of the Additional Property, which shall not require Founder's consent.

28.7.5 Withdrawal of land from this Declaration other than in connection with dedication or conveyance of lands to the County, CDD or other governmental agency.

Such consent shall be evidenced by Founder's written joinder to such instrument effecting such action referenced above or by an affidavit confirming delivery of the request for such consent and expiration of the applicable time period for approval or disapproval of same as provided in Section 28.12 below.

28.8 Founder's Architectural Review Rights. Pursuant to the Declarant Purchase Contract, Founder has reviewed and approved the design, plans and specifications for the following items (together the "**Founder Architectural Review Items**") for DEL WEBB BEXLEY:

28.8.1 Schematic plans, landscape plans and other specifications for entry gate and feature (together the "**Neighborhood Entry**")

28.8.2 Perimeter Wall

28.8.3 Master Preliminary Site Plan

28.8.4 Landscape plans and construction plans and specifications for Common Areas, including the Community Amenity

28.8.5 Master site plans, elevations, landscape plans and plans and specifications for the Homes to be constructed by Declarant (together the "**Master Home Plans**").

Copies of the approved Founder Architectural Review Items and any supplements or modifications to same approved as provided in this Section 28.8 (together the "**Approved Plans**") shall be maintained among the Official Records of the Association. Construction and development of DEL WEBB BEXLEY in accordance with the Approved Plans shall not require any further review or approval from Founder, provided, however, that (i) Founder Architectural Review Items for subsequent phases of DEL WEBB BEXLEY that were not previously approved by Founder or (ii) any Substantial Deviation (as defined below) from the Approved Plans must be submitted to Founder for review and approval as provided herein below.

In connection with any such subsequent phase or Substantial Deviation, Declarant shall submit to Founder for Founder's review and reasonable approval in accordance with the Declarant Purchase Agreement any modifications or additions to such Founder Architectural Review Items and Approved Plans applicable with respect to same. Founder shall provide its reasonable comments and/or approval of such items within fifteen (15) business days after receipt thereof from Declarant. Declarant shall thereafter address any reasonable comments received from Founder within fifteen (15) days after receipt of Founder's comments and this process shall be repeated until such items are approved by Founder for construction within DEL WEBB BEXLEY. As used herein, a "Substantial Deviation" means any modification to the previously approved plans which visibly and materially alters the exterior appearance of the Home, Neighborhood Entry or Perimeter Wall, as applicable.

28.9 Intentionally Deleted.

28.10 Declarant Default Under Declarant Purchase Contract. In the event Declarant (i) defaults under the Declarant Purchase Contract prior to purchasing all of the Additional Property under the same or (ii) otherwise does not to purchase all of the Additional Property pursuant to any right afforded Declarant under the Declarant Purchase Contract, then Founder shall have the following rights:

28.10.1 The right, without obligation, to require that Declarant assign to Founder all or some of Declarant's rights and interest as "Declarant" under this Declaration, the Articles and the Bylaws including, at Founder's option, an assignment of all right, title and interest as Declarant under this Declaration to Founder. In the event that Declarant assigns to Founder any or all of Declarant's rights and interests as "Declarant" under this Declaration, Founder shall not be liable for any obligations of "Declarant" under this Declaration, or under applicable law, except to the extent expressly assumed by Founder in writing and recorded in the Public Records, and then only from and after the effective date of Founder's assumption of any such obligations. Declarant agrees to and shall indemnify, defend and hold Founder harmless from and against any claims and liability associated with Declarant's acts, omissions, failures, malfeasance or negligence, relating to Declarant's obligations as "Declarant" hereunder until the date any such obligations are expressly assumed by Founder. Founder agrees to and shall indemnify, defend and hold Declarant harmless from and against any claims and liability associated with Founder's acts, omissions, failures, malfeasance or negligence, relating to any obligations of Founder as "Declarant" hereunder, which are expressly assumed by Founder, from and after the effective date of such assumption.

28.10.2 The right to require Declarant to convey to the Association, to the extent not previously conveyed, all interest of Declarant in any Common Areas or other portions of DEL WEBB BEXLEY contemplated to be owned and operated by the Association pursuant to this Declaration, including, without limitation the Community Amenity.

28.10.3 The right, without obligation and irrespective of whether Founder accepts an assignment of any rights or obligations as "Declarant" under this Declaration, to annex all or some of the Additional Property into DEL WEBB BEXLEY by Supplemental Declaration executed by Founder. Except for applicable governmental approvals (if any) required for same and the joinder of the owner of such additional lands if other than Founder, no other consent to such annexation shall be required from any other party (including, but not limited to Declarant, the Association, Owners or any Lenders).

28.10.4 If, as a result of the termination of the Declarant Purchase Contract prior to Declarant's Purchase of all of the Additional Property, any portion of the Additional Property is not annexed as part of DEL WEBB BEXLEY under this Declaration, then the homeowners within the unpurchased and unannexed portion of the Additional Property shall have the same rights, benefits, privileges and obligations that Owners within DEL WEBB BEXLEY have with respect to access to and the use of the Recreational Facilities, subject to payment of the same pro rata assessments, fees and other charge costs allocable to such use pursuant to the terms of this Declaration.

28.11 Notices and Deliveries to Declarant, Founder and Association Under Section 28. Any notice or delivery to Declarant, Founder and the Association as required or permitted in this Section 28 shall be sent (the "**First Delivery**") to such parties by certified mail, return receipt requested, express courier with signed receipt or hand delivery with signed receipt, shall be effective upon receipt or upon Second Delivery as provided below and shall be delivered to such parties at the addresses set forth in their signature pages of this Declaration or such other address

as provided by such party to the other parties by written notice in accordance with this Section 28.11. In the event any First Delivery to any party pursuant to this Declaration is returned as refused, undeliverable or as an invalid address for such party, delivery of same (the "**Second Delivery**") may be effected by certified mail, return receipt requested, sent to both (i) the then current or last known address of such party as listed in the records of the Florida Department of State (or similar successor agency) and (ii) the return address set forth on the last notice or correspondence received from such party, if different from item (i) or the First Delivery address and such delivery shall be deemed effective three (3) business days after depositing same in the mail irrespective of actual receipt or non-receipt of same.

28.12 Assignment and Waiver of Founder Approval/Consent Rights. In the event of any assignment of Founder's approval and consent rights under this Declaration, Founder shall provide written notice of such assignment to Declarant and the Association along with a copy of such assignment instrument, which shall be recorded in the Public Records of the County, together with the notice address for such assignee. In the event any request for any approval or consent from Founder is delivered as provided in Section 28.11 above and Founder fails to provide written notice of disapproval of such request within thirty (30) days after receipt or such lesser time period for providing such approval or disapproval as set forth in this Declaration then, except as provided in Section 21.19 of this Declaration, such approval or consent rights shall be deemed waived and such requested approval or consent shall be deemed given by Founder. An affidavit by an authorized representative of the Association or Declarant as to delivery, First and Second Delivery attempts and expiration of the applicable periods of time and waiver of such approval or consent rights may be affixed to such requested approval or consent item in lieu of Founder's written approval, consent or joinder in same. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS DECLARATION, EACH OWNER BY ACCEPTANCE OF A DEED TO ANY PORTION OF DEL WEBB BEXLEY, ACKNOWLEDGES THAT THE DECLARANT AND FOUNDER ARE NOT CO-DECLARANTS OR CO-DEVELOPERS OF DEL WEBB BEXLEY, AND THAT FOUNDER'S APPROVAL, CONSENT OR JOINDER TO ANY PLAN, DOCUMENT OR OTHER MATTER, PURSUANT TO THE REQUIREMENTS OF THIS DECLARATION OR OTHERWISE, SHALL NOT CONSTITUTE OR BE DEEMED TO CONSTITUTE A REPRESENTATION, WARRANTY, GUARANTY OR ASSURANCE THAT THE ALLEGED FACTS, OPINIONS, DESCRIPTIONS OR OTHER MATTERS SET FORTH THEREIN ARE TRUE OR ACCURATE, NOR THAT ANY LOT OR ANY OTHER PROPERTY WITHIN DEL WEBB BEXLEY HAS BEEN OR WILL BE IMPROVED PROPERLY, SAFELY, OR IN ACCORDANCE WITH ALL APPLICABLE LAWS. WITH RESPECT TO ANY MATTER APPROVED BY FOUNDER PURSUANT TO THE TERMS OF THIS DECLARATION OR OTHERWISE, WITH RESPECT TO DEL WEBB BEXLEY, FOUNDER DOES NOT ASSUME NOR SHALL FOUNDER BE DEEMED TO ASSUME ANY LIABILITY, COST OR OBLIGATION WITH RESPECT THERETO BY VIRTUE OF FOUNDER'S ACTUAL OR DEEMED APPROVAL THEREOF OR CONSENT THERETO.**

28.13 Founder Enforcement Rights. Founder shall have all rights and remedies available under Florida law, including injunctive relief, in order to enforce the rights and remedies in favor of Founder under this Section 28.

28.14 Additional Property Easements. Declarant and Founder have entered into that certain Development Rights and Post Closing Agreement recorded December 26, 2017 in Official Records Book 9654, Page 1561, of the Public Records (the "**Founder Post Closing Agreement**")

setting forth certain agreements and granting certain easements with respect to the development of DEL WEBB BEXLEY and the Additional Property, which is currently owned by Founder and which Declarant has the obligation to purchase in one or more takedowns pursuant to the Declarant Purchase Contract. Such agreements and easements include the following:

28.14.1 Access and Utility Easement. Pursuant to Paragraph 2(a) of the Founder Post Closing Agreement, Declarant has granted to Founder, for the benefit of the Additional Property, a non-exclusive easement for ingress and egress (the "**Additional Property Access Easement**") and a non-exclusive easement for utility purposes (the "**Additional Property Utility Easement**") over the portion of DEL WEBB BEXLEY more particularly described on Exhibit "C" of the Founder Post Closing Agreement (the "**Additional Property Access and Utility Easement Area**"). The purpose of the Additional Property Access Easement and Additional Property Utility Easement is to provide a means of providing access and extending utilities to the Additional Property. The Additional Property Access Easement will automatically terminate upon conveyance by deed, or dedication by plat, of the Additional Property Access and Utilities Easement Area to the County or a community development district, which provides equivalent rights enabling the Additional Property to be served by public access. The Additional Property Utility Easement shall automatically terminate upon the grant or dedication of public utility easement(s) contiguous to the Additional Property, which provide equivalent rights enabling the Additional Property to be served by public utilities.

28.14.2 Drainage Easement. Pursuant to Paragraph 2(b) of the Founder Post Closing Agreement, Declarant granted to Founder, for the benefit of the Additional Property, a non-exclusive drainage easement (the "**Additional Property Drainage Easement**") over, under, across and through the Phase 1 Property. Upon recording of the Phase 1 Plat, the Additional Property Drainage Easement shall be over only those portions of the Phase 1 Property constituting drainage areas which serve to provide drainage to the Additional Property (together the "**Additional Property Drainage Easement Areas**"). The Additional Property Drainage Easement shall automatically terminate upon the grant or dedication of public drainage easement(s) contiguous to the Additional Property which provide equivalent rights enabling the Additional Property to be served by public drainage.

28.14.3 Maintenance of Easement Areas. Paragraph 2(d) of the Founder Post Closing Agreement provides that Declarant will maintain the Additional Property Access and Utility Easement Area and Additional Property Drainage Easement Areas owned by it in good condition and repair in compliance with all Applicable Laws, as defined in the Founder Post Closing Agreement. The Additional Property Access and Utility Easement Area constitutes Common Area under this Declaration. Accordingly, Declarant hereby assigns to the Association, and the Association, by its joinder in this Declaration, hereby accepts, assumes and agrees to perform, all duties and obligations to maintain the Additional Property Access and Utility Easement Area in accordance with the Founder Post Closing Agreement. The Additional Property Drainage Easement Areas within the Phase 1 Plat will be dedicated to the CDD by the Phase 1 Plat and shall be maintained by the CDD in accordance with the CDD Documents.

28.14.4 Additional Terms and Non-Modification. The disclosures regarding the Founder Post Closing Agreement set forth in this Section 28.14 are provided for informational purposes and are not intended to provide a complete summary of all of the terms, covenants and conditions of the Founder Post Closing Agreement. Additional terms, conditions and covenants with respect to the Additional Property Access and Utility Easement and Additional Property Drainage Easement and additional covenants and agreements regarding the development of DEL WEBB BEXLEY and the Additional Property are more particularly set forth in the Founder Post Closing Agreement. Neither the disclosures regarding the Founder Post Closing Agreement set forth in this Section 28.14 nor Founder's joinder in this Declaration shall serve to modify, negate, waive or in any other way alter the terms, covenants and conditions of the Founder Post Closing Agreement or the enforcement of any rights, obligations and remedies arising from or under the Founder Post Closing Agreement.

28.14.5 Release of Lots, Common Areas and CDD Tracts. Paragraph 14 of the Founder Post Closing Agreement provides that, except as provided hereinbelow, the Founder Post Closing Agreement shall automatically terminate and be of no further force and effect with respect to any portion of DEL WEBB BEXLEY transferred to the CDD, the Association (as the "Neighborhood Association" under the Founder Post Closing Agreement) or any Owner who acquires title to a Lot with a Home. Such Paragraph 14 also provides that, notwithstanding the foregoing termination of the Founder Post Closing Agreement with respect to property transferred to the CDD, Association and any such Owner, the terms of Paragraph 2 of the Additional Property Agreement shall not terminate and shall remain in effect with respect to any Lot, Common Area or CDD Tract in DEL WEBB BEXLEY containing either the Additional Property Access and Utility Easement Area or the Additional Property Drainage Easement Areas.

28.15 Conflicting Terms or Provisions. In the event of any conflict between the terms of this Section 28 and any other term or provisions of this Declaration, the terms of this Section 28 shall govern.

29. Bexley Community Development District. DEL WEBB BEXLEY is or will be within the jurisdiction of the CDD and subject to CDD Assessments. Portions of DEL WEBB BEXLEY, may be owned by the CDD, including, but not limited to, open space areas, drainage systems, and the SWMS, the Conservation Easement Property, the utilities and/or wetland conservation areas. In the event that any portions of DEL WEBB BEXLEY are owned by the CDD, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the CDD (the "**CDD Facilities**"). EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE CDD FACILITIES ARE NOT COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CDD FACILITIES BE CONSIDERED AS COMMON AREA.

29.1 Creation of the CDD. The CDD is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. Lots, Homes and other portions of DEL WEBB BEXLEY are under the jurisdiction of the CDD. The CDD may be authorized to finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following: water and

sewer facilities, subdivision improvements, environmental mitigation, roadways, the SWMS, the Conservation Easement Property, utility lines, land acquisition, perimeter walls/fences, miscellaneous utilities for DEL WEBB BEXLEY and other infrastructure projects and services necessitated by the development of, and serving lands within, DEL WEBB BEXLEY (the "**Public Infrastructure**"). The estimated design, development, construction and acquisition costs for these CDD Facilities may be funded by the CDD in one or more series of governmental bond financings utilizing special assessment bonds. The CDD may issue both long term debt and short term debt to finance the Public Infrastructure. The principal and interest on the special assessments bonds may be repaid through non ad valorem special assessments (the "**CDD Debt Service Assessments**") levied on all benefiting properties in the CDD, which property has been found to be specially benefited by such Public Infrastructure. In addition to the bonds issued to fund the Public Infrastructure costs, the CDD may also impose non ad valorem special assessment to fund the operations of the CDD and the maintenance and repair of its Public Infrastructure and services (the "**CDD O&M Assessments**").

29.2 CDD Assessments. The CDD Assessments, including the CDD Debt Service Assessments and CDD O&M Assessments, will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, County, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of Pasco County and disbursed to the CDD. The homestead exemption is not applicable to the CDD Assessments. Because a tax bill cannot be paid in part, failure to pay the CDD Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. Any future CDD Assessments and/or other charges due with respect to the CDD Facilities are direct obligations of Owner and are secured by a lien against Owner's Lot and Home. Failure to pay such sums may result in loss of an Owner's Lot and Home.

29.3 Common Areas and Facilities Part of CDD. Portions of the Common Areas may become part of the CDD. In such event, Common Areas will become part of the CDD Facilities, will be part of the CDD and the CDD shall govern the use and maintenance of the CDD Facilities. Some of the provisions of this Declaration will not apply to such CDD Facilities, as the CDD Facilities will no longer be Common Areas once conveyed to the CDD. Any conveyance of Common Areas to the CDD shall in no way invalidate this Declaration. Declarant may decide, in its sole and absolute discretion, to convey additional portions of the Common Areas to the CDD or the Association. If conveyed to the CDD, such portions of the Common Areas shall thereafter be part of the CDD Facilities. The CDD may promulgate membership rules, regulations and/or covenants that may outline use restrictions for the CDD Facilities, including the Community Amenity, or the Association's responsibility to maintain the CDD Facilities, if any. Among other factors, the establishment of the CDD and the inclusion of CDD Facilities in the CDD obligates each Owner to become responsible for the payment of CDD Debt Service Assessments and CDD O&M Assessments for the construction and operation of the CDD Facilities as set forth in this Section.

29.4 Facilities Owned by CDD. The CDD Facilities may be owned and operated by the CDD or owned by the CDD and maintained by the Association. The CDD Facilities may be owned by a governmental entity other than the CDD. The CDD Facilities shall be used and enjoyed by the Owners on a non-exclusive basis, in common with such other persons, entities, and

corporations that may be entitled to use the CDD Facilities under the CDD Documents, applicable laws and regulations, or otherwise.

29.5 CDD Facilities Maintenance. The CDD may contract with the Association for the maintenance, repair, and replacement, management and operation of the CDD Facilities, subject to any written agreement accepted by the Association.

29.6 Additional Disclosure. THE BEXLEY COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, the undersigned, being Declarant hereunder, has hereunto set its hand and seal this 13 day of August, 2018.

WITNESSES:

Print Name: Brady Lefler

Print Name: Lisa McGovern

"DECLARANT"

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By:
Name: Rob Barber
Title: VP of Land
Date: Aug 14, 2018

Address: 2662 S. Falkenburg Road
Riverview, FL 33578

STATE OF FLORIDA)
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 14 day of August, 2018, by Rob Barber, as VP of Land of PULTE HOME COMPANY, LLC, a Michigan limited liability company. He [is personally known to me] [has produced _____ as identification].

NOTARY PUBLIC, State of Florida at Large

Print Name: Lisa McGovern

My commission expires:

LISA MCGOVERN
MY COMMISSION #GG122324
EXPIRES: JUL 09, 2021
Bonded through 1st State Insurance

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JOINDER OF THE ASSOCIATION

DEL WEBB BEXLEY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in this COMMUNITY DECLARATION FOR DEL WEBB BEXLEY (this "**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 13 day of August, 2018.

WITNESSES:

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

Print Name: Rhonda Myers

By:
Name: Brady Lefere
Title: President

Print Name: Snezana Gurcinovska

{CORPORATE SEAL}

Address: 2662 S. Falkenburg Road
Riverview, FL 33578

STATE OF FLORIDA)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 13 day of Aug., 2018, by Brady Lefere, as President of DEL WEBB BEXLEY COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC, State of Florida at Large
Print Name: Snezana Gurcinovska

My commission expires:

SNEZANA GURCINOVSKA
MY COMMISSION #GG122322
EXPIRES: JUL 09, 2021
Bonded through 1st State Insurance

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 herein), hereby joins in and consents to the foregoing COMMUNITY DECLARATION FOR DEL WEBB BEXLEY for the purpose of confirming Founder's review and approval of this Declaration.

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

Print Name: Aaron J. Baker

Print Name: Kirsten Lycett

NNP-BEXLEY, LLC, a Florida limited liability company

By: _____

Name: ALEX MCLEOD

Title: SR 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 9 day of August, 2018, by Alex McLeod, as Sr. 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 [ ] has produced _____ as identification.

(NOTARY SEAL)

KIRSTEN LYCETT
Notary Public - State of Florida
Commission # GG 116021
My Comm. Expires Oct 15, 2021
Bonded through National Notary Assn.

NOTARY SIGNATURE
Kirsten Lycett
PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: GG 116021
My Commission Expires: 10.15.21

EXHIBIT 1

DESCRIPTION: ALL of the proposed plat of DEL WEBB BEXLEY PHASE 1, being a parcel of land lying in Sections 9, 10, 15 and 16, Township 26 South, Range 18 East, Pasco County, Florida and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 15, also being a point on the Westerly boundary of the right-of-way for Sunlake Boulevard, as recorded in Official Records Book 7870, Page 128, of the Public Records of Pasco County, Florida, run thence along the West boundary of said Section 15, the following two (2) courses: 1) along said Westerly boundary of the right-of-way for Sunlake Boulevard, N.00°17'40"E., 2413.13 feet to the Northwest corner of said right-of-way for Sunlake Boulevard, also being the **POINT OF BEGINNING**;
2) continue N.00°17'40"E., 162.33 feet to a point on a curve; thence Northeasterly, 36.07 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 59°03'01" (chord bearing N.29°49'10"E., 34.50 feet) to a point of tangency; thence N.00°17'40"E., 221.28 feet to a point of curvature; thence Northerly, 1207.28 feet along the arc of a curve to the left having a radius of 2017.00 feet and a central angle of 34°17'40" (chord bearing N.16°51'10"W., 1189.34 feet) to a point of tangency; thence N.34°00'00"W., 316.72 feet to a point of curvature; thence Northwesterly, 215.16 feet along the arc of a curve to the right having a radius of 2183.00 feet and a central angle of 05°38'50" (chord bearing N.31°10'35"W., 215.07 feet); thence N.61°38'50"E., 166.00 feet to a point on a curve; thence Northwesterly, 294.05 feet along the arc of said curve to the right having the same radius of 2017.00 feet and a central angle of 08°21'10" (chord bearing N.24°10'35"W., 293.79 feet) to a point of tangency; thence N.20°00'00"W., 316.72 feet to a point of curvature; thence Northwesterly, 1143.02 feet along the arc of a curve to the left having a radius of 2183.00 feet and a central angle of 30°00'00" (chord bearing N.35°00'00"W., 1130.00 feet); thence N.40°00'00"E., 234.05 feet; thence S.81°00'00"E., 402.10 feet; thence N.09°00'00"E., 61.47 feet; thence S.81°00'00"E., 187.26 feet; thence N.57°45'00"E., 575.76 feet to a point on a curve; thence Southeasterly, 421.00 feet along the arc of a curve to the left having a radius of 540.00 feet and a central angle of 44°40'12" (chord bearing S.55°12'33"E., 410.42 feet) to a point of reverse curvature; thence Easterly, 353.00 feet along the arc of a curve to the right having a radius of 1960.00 feet and a central angle of 10°19'09" (chord bearing S.72°23'05"E., 352.52 feet); thence N.22°46'29"E., 80.00 feet to a point on a curve; thence Southeasterly, 183.50 feet along the arc of said curve to the right having a radius of 2040.00 feet and a central angle of 05°09'14" (chord bearing S.64°38'54"E., 183.44 feet); thence S.27°55'44"W., 80.00 feet to a point on a curve; thence Westerly, 40.33 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 92°25'44" (chord bearing S.71°42'52"W., 36.10 feet) to a point of tangency; thence S.25°30'00"W., 281.91 feet to a point of curvature; thence Southwesterly, 212.81 feet along the arc of a curve to the right having a radius of 657.00 feet and a central angle of 18°33'31" (chord bearing S.34°46'46"W., 211.88 feet); thence S.61°00'00"E., 1420.83 feet to a point on a curve; thence Southwesterly, 168.23 feet along the arc of a curve to the left having a radius of 1071.00 feet and a central angle of 09°00'00" (chord bearing S.24°30'00"W., 168.06 feet) to a point of tangency; thence S.20°00'00"W., 1257.25 feet to a point of curvature; thence Southwesterly, 1257.28 feet along the arc of a curve to the right having a radius of 1429.00 feet and a central angle of 50°24'39" (chord bearing S.45°12'19"W., 1217.12 feet) to a point of tangency; thence S.70°24'39"W., 93.58 feet to a point of curvature; thence Northwesterly, 31.05 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 50°50'00" (chord bearing

N.84°10'21"W., 30.04 feet); thence S.00°17'40"W., 187.05 feet to the Northeast corner of the aforesaid right-of-way for Sunlake Boulevard; thence along the Northerly boundary of said right-of-way for Sunlake Boulevard, S.70°24'39"W., 212.68 feet to the **POINT OF BEGINNING**.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

DESCRIPTION: ALL of the right-of-way for Sunlake Boulevard, according to the proposed plat of DEL WEBB BEXLEY PHASE 1, being a parcel of land lying in Section 15 and 16, Township 26 South, Range 18 East, Pasco County, Florida and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 15, also being a point on the Westerly boundary of the right-of-way for Sunlake Boulevard, as recorded in Official Records Book 7870, Page 128, of the Public Records of Pasco County, Florida, run thence along the West boundary of said Section 15, the following two (2) courses: 1) along said Westerly boundary of the right-of-way for Sunlake Boulevard, N.00°17'40"E., 2413.13 feet to the Northwest corner of said right-of-way for Sunlake Boulevard, also being the **POINT OF BEGINNING**;
2) continue N.00°17'40"E., 162.33 feet to a point on a curve; thence Northeasterly, 36.07 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 59°03'01" (chord bearing N.29°49'10"E., 34.50 feet) to a point of tangency; thence N.00°17'40"E., 221.28 feet to a point of curvature; thence Northerly, 1207.28 feet along the arc of a curve to the left having a radius of 2017.00 feet and a central angle of 34°17'40" (chord bearing N.16°51'10"W., 1189.34 feet) to a point of tangency; thence N.34°00'00"W., 316.72 feet to a point of curvature; thence Northwesterly, 215.16 feet along the arc of a curve to the right having a radius of 2183.00 feet and a central angle of 05°38'50" (chord bearing N.31°10'35"W., 215.07 feet); thence N.61°38'50"E., 166.00 feet to a point on a curve; thence Southeasterly, 198.80 feet along the arc of a curve to the left having a radius of 2017.00 feet and a central angle of 05°38'50" (chord bearing S.31°10'35"E., 198.72 feet) to a point of tangency; thence S.34°00'00"E., 316.72 feet to a point of curvature; thence Southerly, 1306.64 feet along the arc of a curve to the right having a radius of 2183.00 feet and a central angle of 34°17'40" (chord bearing S.16°51'10"E., 1287.22 feet) to a point of tangency; thence S.00°17'40"W., 124.23 feet to a point of curvature; thence Southeasterly, 36.07 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 59°03'01" (chord bearing S.29°13'51"E., 34.50 feet); thence S.00°17'40"W., 187.05 feet to the Northeast corner of the aforesaid right-of-way for Sunlake Boulevard; thence along the Northerly boundary of said right-of-way for Sunlake Boulevard, S.70°24'39"W., 212.68 feet to the **POINT OF BEGINNING**.

EXHIBIT 2

ARTICLES OF INCORPORATION

OF

DEL WEBB BEXLEY COMMUNITY ASSOCIATION, INC.
(A FLORIDA CORPORATION NOT FOR PROFIT)

EXHIBIT 3

BYLAWS

OF

DEL WEBB BEXLEY COMMUNITY ASSOCIATION, INC.
(A FLORIDA CORPORATION NOT FOR PROFIT)

EXHIBIT 4

PERMIT

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION MAJOR MODIFICATION
PERMIT NO. 43013740.017

EXPIRATION DATE: **January 10, 2023** **PERMIT ISSUE DATE:** **January 10, 2018**

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: Bexley North Parcel 5 Phase 1

GRANTED TO: Pulte Home Company, LLC
Attn: Rob Barber
2662 S. Falkenburg Road
Tampa, FL 33578

OTHER PERMITTEES: N/A

ABSTRACT: This permit modification authorizes construction of single-family residential lots, roadways and associated infrastructure for Parcel 5, Phase 1 of the Bexley Ranch development. This permit modifies the stormwater management systems previously approved under Permit Nos. 43013740.015 and 43013740.016, entitled Sunlake Boulevard Extension North of Tower Road and Bexley North Parcel 5 Mass Grading Plan, respectively. The perpetual operation, maintenance and reinspection requirements for ponds 120 and 133 (Permit No. 43013740.015) and 133A, B, D, E and F (Permit No. 43013740.016) will be tracked under this permit modification No. 43013740.017, upon transfer of this permit to the operation phase. The stormwater management system has been designed to limit the peak post-development 25-year, 24-hour discharge rate to the peak pre-development 25-year, 24-hour discharge rate. The Engineer-of-Record has provided calculations that demonstrate the proposed construction will not cause any adverse impacts offsite or onsite for the 25-year, 24-hour and 100-year, 24-hour storm events. The site is located 2.5 miles north of State Road 54, approximately 3 miles east of the Suncoast Parkway, in Pasco County. Information regarding the stormwater management system, 100-year floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for the proposed project.

OP. & MAIN. ENTITY: Pulte Home Company, LLC

OTHER OP. & MAIN. ENTITY: N/A

COUNTY: Pasco

SEC/TWP/RGE: S09/T26S/R18E, S10/T26S/R18E, S16/T26S/R18E, S15/T26S/R18E

TOTAL ACRES OWNED OR UNDER CONTROL: 418.30

PROJECT SIZE: 128.00 Acres

LAND USE: Residential

DATE APPLICATION FILED: September 07, 2017

AMENDED DATE: N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
120	13.10	MAN-MADE WET DETENTION
133	5.34	MAN-MADE WET DETENTION
133A	3.14	MAN-MADE WET DETENTION
B	9.48	MAN-MADE WET DETENTION
C	1.07	MAN-MADE WET DETENTION
E	4.32	MAN-MADE WET DETENTION
F	1.90	MAN-MADE WET DETENTION
	Total: **38.35**	

Water Quantity/Quality Comments: Ponds 120 and 133 (Permit No. 43013740.015) and ponds 133A, B, C, E and F (Permit No. 43013740.016) were previously permitted and will be tracked under this permit modification, No. 43013740.017, once transferred to the operation phase. No changes are currently proposed to these ponds. Water quality treatment will be provided in these seven wet detention ponds. Water quantity attenuation will be provided in the wet detention ponds and on-site wetlands. The stormwater management system has been designed to limit the post-development 25-year, 24-hour discharge rate to the peak pre-development 25-year, 24-hour rate. The Engineer-of-Record (EOR) has provided calculations that demonstrate the proposed construction will not cause any adverse impacts off-site or on-site for the 25-year, 24-hour and 100-year, 24-hour storm events. The vertical datum listed on the permitted construction drawings is NAVD1988.
A mixing zone is not required.
A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.00	0.00	Equivalent Excavation	N/A

100-Year Floodplain Impacts: All floodplain impacts have been previously approved under Permit No. 43013740.016. No additional floodplain impacts are authorized with this Permit No. 43013740.017.

*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
9-83	2.44	2.44	0.00	0.00	0.00	0.00
9-85	0.08	0.08	0.00	0.00	0.00	0.00
9-87	0.10	0.10	0.00	0.00	0.00	0.00
9-88	0.01	0.01	0.00	0.00	0.00	0.00
9-89	0.04	0.04	0.00	0.00	0.00	0.00
9-91	0.53	0.53	0.00	0.00	0.00	0.00
10-91	0.43	0.43	0.00	0.00	0.00	0.00
10-101	0.58	0.58	0.00	0.00	0.00	0.00
15-1	1.65	1.65	0.00	0.00	0.00	0.00
15-3	0.03	0.03	0.00	0.00	0.00	0.00
15-4	0.03	0.03	0.00	0.00	0.00	0.00
15-5	0.19	0.19	0.00	0.00	0.00	0.00
15-6	0.02	0.02	0.00	0.00	0.00	0.00
15-7	1.46	1.46	0.00	0.00	0.00	0.00
15-8	0.02	0.02	0.00	0.00	0.00	0.00
15-9	2.18	2.18	0.00	0.00	0.00	0.00
15-10	0.05	0.05	0.00	0.00	0.00	0.00
15-11	0.34	0.34	0.00	0.00	0.00	0.00
15-29	0.17	0.17	0.00	0.00	0.00	0.00
16-11	2.94	2.94	0.00	0.00	0.00	0.00
16-13	1.40	1.40	0.00	0.00	0.00	0.00
16-15	0.53	0.53	0.00	0.00	0.00	0.00
16-17	1.52	1.52	0.00	0.00	0.00	0.00
16-19	0.07	0.07	0.00	0.00	0.00	0.00
A8	0.04	0.04	0.00	0.00	0.00	0.00
B8	0.11	0.11	0.00	0.00	0.00	0.00
T3	0.14	0.14	0.00	0.00	0.00	0.00
U3	0.05	0.05	0.00	0.00	0.00	0.00
V2	0.13	0.13	0.00	0.00	0.00	0.00
V6	0.10	0.10	0.00	0.00	0.00	0.00
X3	0.44	0.44	0.00	0.00	0.00	0.00
Z7	0.05	0.05	0.00	0.00	0.00	0.00
W3	0.10	0.10	0.00	0.00	0.00	0.00
Total:	**17.97**	**17.97**	**0.00**	**0.00**	**0.00**	**0.00**

*** For impacts that do not require mitigation, their functional loss is not included.**

Wetland/Other Surface Water Comments:
The project area for this ERP modification contains 16.81 acres of wetlands and 1.16 acres of surface waters. All wetlands and surface waters were previously accounted for in ERP Nos. 43013740.015 and 43013740.016. No new wetland or surface water impacts are proposed in this modification.

Mitigation Information
Mitigation Comments:
Mitigation is not required.

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.

2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.

3. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance. No owner of property within the subdivision may perform any work, construction, maintenance, clearing, filling or any other type of activities within the wetlands, wetland buffers, buffer compensation areas, and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District.

4. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:

   a. wetland and surface water areas

   b. wetland buffers

   c. limits of approved wetland impacts

   The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

5. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted stormwater management system, and the locations and limits of all wetlands, wetland buffers, upland buffers for water quality treatment, 100-year floodplain areas and floodplain compensation areas, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the As-Built Certification and Request for Conversion to Operational Phase Form, and prior to beneficial occupancy or use of the site.

6. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Regulation Division:
   a. homeowners, property owners, master association or condominium association articles of incorporation, and
   b. declaration of protective covenants, deed restrictions or declaration of condominium
   The Permittee shall submit these documents with the submittal of the Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity form.

7. The following language shall be included as part of the deed restrictions for each lot:
   "Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with

the Southwest Florida Water Management District."

8. This Permit Modification No. 4313740.017, amends the previously issued Permit Nos. 43013740.015 (ponds 120 and 133) and 43013740.016 (ponds 133A, B, C, E and F). The perpetual operation, maintenance and reinspection requirements for ponds 120, 133, 133A, B, C, E and F previously approved under Permit Nos. 43013740.015 and 43013740.016 will be tracked under this permit modification No. 43013740.017, upon transfer of this permit to the operation phase, and all original permit conditions will remain in effect.

9. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.

10. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.

11. The Permitted Plan Set for this project includes **the set received by the District on December 15, 2017.**

12. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention or wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

    The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

    Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

13. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.

14. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.

15. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.

16. The following shall be properly abandoned and/or removed in accordance with the applicable

regulations:

a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.

b. Any existing septic tanks on site shall be abandoned at the beginning of construction.

c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.

17. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.

18. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.

19. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.

20. A "Recorded notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be recorded in the public records of the County(s) where the project is located.

21. This Permit, ERP No. 43013740.017, cannot be transferred to Operation until either modifications of ERP Nos. 43013740.006 and 43013740.010 (which contain the mitigation areas required to offset wetland impacts within ERP Nos. 43013740.015 and 43013740.016) have been issued by the District and transferred to Operation or this Permit, ERP No. 43013740.017, has been modified to provide an equivalent level of mitigation to be completed by the Permittee.

22. Prior to transfer of this permit modification to the operation and maintenance phase, the permittee shall provide reasonable assurance that construction associated with Permit No. 43013740.016 is ongoing, and that the state of construction, at the time that the request to transfer this permit to the operation and maintenance phase is received, will not adversely impact onsite or offsite properties.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

Michelle K. Hopkins, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.

a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.

b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

2. For all other activities - "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].

3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

g. If the final operation and maintenance entity is a third party:

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction

needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

i. This permit does not:

1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

2. Convey to the permittee or create in the permittee any interest in real property;

3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

l. The permittee shall notify the Agency in writing:

1. Immediately if any previously submitted information is discovered to be inaccurate; and

2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification

shall be provided in accordance with Section 872.05, F.S. (2012).

o. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION

Bexley North Parcel 5 Phase 1
PROJECT NAME

Residential
PROJECT TYPE

Pasco
COUNTY

S09/T26S/R18E...
See Permit for additional STR listings
SEC(S)/TWP(S)/RGE(S)

Pulte Home Company, LLC
PERMITTEE See permit for additional permittees

APPLICATION ID/PERMIT NO: 752804 / 43013740.017
DATE ISSUED: January 10, 2018

Michelle K. Hopkins, P.E.
Issuing Authority

THIS NOTICE SHOULD BE CONSPICUOUSLY DISPLAYED AT THE SITE OF THE WORK

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.

2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.

3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.

4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.

5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.

6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.

7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North,Tampa,FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.

2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9. 110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

EXHIBIT 5

ADDITIONAL PROPERTY

A parcel of land lying in Sections 9, 10, 15 and 16, Township 26 South, Range 18 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest Corner of said Section 15; Thence along the West boundary of said Section 15, N.00°17'40"E., a distance of 2708.68 feet; thence leaving said West Boundary, S.89°42'20"E., a distance of 200.00 feet to the POINT OF BEGINNING; thence N.00°17'40"E., a distance of 118.08 feet; thence Northerly, 1316.81 feet along the arc of a tangent curve to the left having a radius of 2200.00 feet and a central angle of 34°17'40" (chord bearing N.16°51'10"W., 1297.24 feet); thence N.34°00'00"W., a distance of 316.72 feet; thence Northwesterly, 488.69 feet along the arc of a tangent curve to the right having a radius of 2000.00 feet and a central angle of 14°00'00" (chord bearing N.27°00'00"W., 487.48 feet); thence N.20°00'00"W., a distance of 316.72 feet; thence Northwesterly, 1814.27 feet along the arc of a tangent curve to the left having a radius of 2200.00 feet and a central angle of 47°15'00" (chord bearing N.43°37'30"W., 1763.29 feet); thence N.22°45'00"E., a distance of 25.00 feet; thence N.02°00'00"W., a distance of 1730.04 feet; thence N.10°45'00"W., a distance of 752.72 feet; thence Northeasterly, 1106.69 feet along the arc of a non-tangent curve to the left having a radius of 1371.00 feet and a central angle of 46°15'00" (chord bearing N.56°07'30"E., 1076.89 feet); thence N.33°00'00"E., a distance of 298.39 feet; thence Northeasterly, 448.93 feet along the arc of a tangent curve to the right having a radius of 1429.00 feet and a central angle of 18°00'00" (chord bearing N.42°00'00"E., 447.09 feet); thence N.51°00'00"E., a distance of 109.14 feet; thence Easterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.84°00'00"E., 35.36 feet); thence S.39°00'00"E., a distance of 28.69 feet; thence Southeasterly, 546.26 feet along the arc of a tangent curve to the right having a radius of 1429.00 feet and a central angle of 21°54'08" (chord bearing S.28°02'56"E., 542.94 feet); thence Southeasterly, 1505.37 feet along the arc of a reverse curve to the left having a radius of 1571.00 feet and a central angle of 54°54'08" (chord bearing S.44°32'56"E., 1448.43 feet); thence S.72°00'00"E., a distance of 275.00 feet; thence Southeasterly, 1122.22 feet along the arc of a tangent curve to the right having a radius of 1429.00 feet and a central angle of 44°59'43" (chord bearing S.49°30'08"E., 1093.60 feet); thence Southeasterly, 740.19 feet along the arc of a reverse curve to the left having a radius of 1571.00 feet and a central angle of 26°59'43" (chord bearing S.40°30'08"E., 733.36 feet); thence Southeasterly, 1361.32 feet along the arc of a reverse curve to the right having a radius of 1429.00 feet and a central angle of 54°34'55" (chord bearing S.26°42'32"E., 1310.42 feet); thence S.00°34'55"W., a distance of 554.00 feet; thence Southwesterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.45°34'55"W., 35.36 feet); thence N.89°25'05"W., a distance of 174.00 feet; thence Southwesterly, 1319.35 feet along the arc of a tangent curve to the left having a radius of 1071.00 feet and a central angle of 70°34'55" (chord bearing S.55°17'28"W., 1237.50 feet); thence S.20°00'00"W., a distance of 1257.25 feet; thence Southwesterly, 1257.28 feet along the arc of a tangent curve to the right having a radius of 1429.00 feet and a central angle of 50°24'39" (chord bearing S.45°12'19"W., 1217.12 feet); thence S.70°24'39"W., a distance of 75.50 feet; thence Northwesterly, 67.12 feet along the arc of a tangent curve to the right having a radius of 35.00 feet and a central angle of 109°53'01" (chord bearing N.54°38'51"W., 57.30 feet) to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A parcel of land lying in Sections 9, 10, 15 and 16, Township 26 South, Range 18 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 15, run thence along the West boundary of said Section 15, N.00°17'40"E., 2702.53 feet; thence S.89°42'20"E., 183.00 feet to the **POINT OF BEGINNING;** thence N.00°17'40"E., a distance of 124.23 feet; thence Northerly, 1306.64 feet along

the arc of a tangent curve to the left having a radius of 2183.00 feet and a central angle of 34°17'40" (chord bearing N.16°51'10"W., 1287.22 feet); thence N.34°00'00"W., a distance of 316.72 feet; thence Northwesterly, 492.85 feet along the arc of a tangent curve to the right having a radius of 2017.00 feet and a central angle of 14°00'00" (chord bearing N.27°00'00"W., 491.62 feet); thence N.20°00'00"W., a distance of 316.72 feet; thence Northwesterly, 1507.93 feet along the arc of a tangent curve to the left having a radius of 2183.00 feet and a central angle of 39°34'40" (chord bearing N.39°47'20"W., 1478.13 feet); thence N.30°25'20"E., a distance of 41.56 feet; thence S.88°14'07"E., a distance of 55.73 feet; thence N.74°09'53"E., a distance of 55.73 feet; thence N.61°58'16"E., a distance of 20.82 feet; thence N.65°07'00"E., a distance of 407.50 feet; thence N.70°07'11"E., a distance of 53.29 feet; thence N.89°00'00"E., a distance of 52.16 feet; thence S.72°45'00"E., a distance of 45.53 feet; thence S.55°45'00"E., a distance of 45.53 feet; thence S.38°45'00"E., a distance of 45.53 feet; thence S.21°45'00"E., a distance of 45.53 feet; thence S.04°45'00"E., a distance of 45.53 feet; thence S.08°14'46"W., a distance of 49.10 feet; thence S.09°00'00"W., a distance of 100.00 feet; thence S.81°00'00"E., a distance of 121.00 feet; thence N.09°00'00"E., a distance of 46.47 feet; thence S.81°00'00"E., a distance of 187.26 feet; thence N.57°45'00"E., a distance of 575.76 feet; thence Southeasterly, 421.00 feet along the arc of a non-tangent curve to the left having a radius of 540.00 feet and a central angle of 44°40'12" (chord bearing S.55°12'33"E., 410.42 feet); thence N.12°27'21"E., a distance of 80.00 feet; thence Easterly, 550.91 feet along the arc of a non-tangent curve to the right having a radius of 2040.00 feet and a central angle of 15°28'23" (chord bearing S.69°48'28"E., 549.24 feet); thence S.27°55'44"W., a distance of 80.00 feet; thence Southeasterly, 60.27 feet along the arc of a non-tangent curve to the right having a radius of 1960.00 feet and a central angle of 01°45'43" (chord bearing S.61°11'25"E., 60.27 feet); thence S.33°56'00"W., a distance of 70.63 feet; thence S.61°58'32"W., a distance of 56.65 feet; thence S.43°26'00"W., a distance of 50.70 feet; thence S.33°56'00"W., a distance of 52.74 feet; thence S.19°32'00"W., a distance of 50.60 feet; thence S.01°56'00"W., a distance of 55.73 feet; thence S.15°40'00"E., a distance of 55.73 feet; thence S.33°16'00"E., a distance of 64.16 feet; thence S.56°04'00"E., a distance of 72.59 feet; thence S.78°52'00"E., a distance of 64.16 feet; thence N.83°32'00"E., a distance of 55.73 feet; thence N.65°56'00"E., a distance of 55.73 feet; thence N.48°20'00"E., a distance of 50.60 feet; thence N.33°56'00"E., a distance of 52.74 feet; thence N.24°26'00"E., a distance of 50.70 feet; thence S.53°36'05"E., a distance of 20.29 feet; thence S.59°23'00"E., a distance of 57.98 feet; thence S.63°45'00"E., a distance of 57.98 feet; thence S.68°07'00"E., a distance of 57.98 feet; thence S.27°21'56"E., a distance of 36.15 feet; thence S.08°12'45"W., a distance of 50.01 feet; thence S.02°35'00"W., a distance of 65.97 feet; thence S.06°18'26"E., a distance of 75.98 feet; thence S.18°07'34"E., a distance of 75.98 feet; thence S.27°01'00"E., a distance of 65.97 feet; thence S.35°59'00"E., a distance of 65.97 feet; thence S.44°57'00"E., a distance of 65.97 feet; thence S.53°55'00"E., a distance of 65.97 feet; thence S.62°53'00"E., a distance of 65.97 feet; thence S.71°51'00"E., a distance of 65.97 feet; thence S.80°49'00"E., a distance of 65.97 feet; thence N.89°26'27"E., a distance of 77.33 feet; thence N.78°55'33"E., a distance of 77.33 feet; thence N.69°11'00"E., a distance of 65.97 feet; thence S.49°49'19"E., a distance of 73.06 feet; thence Southwesterly, 377.18 feet along the arc of a non-tangent curve to the left having a radius of 1071.00 feet and a central angle of 20°10'41" (chord bearing S.30°05'21"W., 375.23 feet); thence S.20°00'00"W., a distance of 1257.25 feet; thence Southwesterly, 1257.28 feet along the arc of a tangent curve to the right having a radius of 1429.00 feet and a central angle of 50°24'39" (chord bearing S.45°12'19"W., 1217.12 feet); thence S.70°24'39"W., a distance of 93.58 feet; thence Northwesterly, 67.12 feet along the arc of a tangent curve to the right having a radius of 35.00 feet and a central angle of 109°53'01" (chord bearing N.54°38'51"W., 57.30 feet) to the **POINT OF BEGINNING.**