

PREPARED BY AND RETURN TO:

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

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

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

THIS SECOND AMENDMENT TO COMMUNITY DECLARATION FOR DEL WEBB BEXLEY (the “**Second Amendment**”) is made as of November 16, 2018, by **PULTE HOME COMPANY, LLC**, a Michigan limited liability company authorized to transact business in the State of Florida (the “**Declarant**”) and joined in by **DEL WEBB BEXLEY COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “**Association**”) and **NNP-BEXLEY, LLC**, a Florida limited liability company (“**Founder**”).

W I T N E S S E T H:

WHEREAS, Declarant, with the joinder of the Association and Founder, entered into that certain Community Declaration for Del Webb Bexley recorded August 17, 2018 in Official Records Book 9774, Page 2623 as amended by that certain First Amendment to Community Declaration for Del Webb Bexley (Declaring Additional Easements) recorded November 8, 2018 Official Records Book 9815, Page 3107, both in the Public Records of Pasco County, Florida (collectively, the “**Declaration**”);

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

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

WHEREAS, the Turnover has not yet occurred;

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

WHEREAS, Declarant is desirous of executing and recording this Second Amendment to amend and restate Section 12.2 of the Declaration concerning animals and pets which may be kept in Homes;

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

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

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

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

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

2. **Amendment and Restatement of Section 12.2.** Section 12.2 is hereby amended and restated in its entirety to read as follows (additions underlined and deletions identified by strike-through):

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 up to a maximum of three (3) domestic pets as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Animals that are typically kept in cages or containers wholly within the Home such as small caged birds, fish, lizards, turtles and hamsters may be maintained without regard to the maximum number of same provided such animals are of a breed or variety and in number commonly kept as household pets in similar buildings, are not kept or bred for any commercial purpose, and are kept in strict accordance with the Rules and Regulations established by the Board from time to time and in accordance with applicable law. The Board may promulgate additional Rules and Regulations regulating and restricting the maximum number and types of such pets and the manner in which same are kept in Homes. Wild animals, exotic animals, farm animals and poisonous creatures are not allowed, including but not limited to any variety of pigs, skunks, tarantulas and similar animals and snakes. 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 Area, 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.

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


[Signatures on the Following Page]

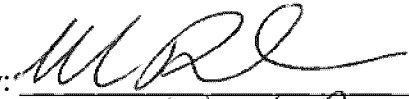
IN WITNESS WHEREOF, Declarant has caused this Second Amendment to be executed as of the date and year first above written.


WITNESSES:

"DECLARANT"

PULTE HOME COMPANY, LLC, a
Michigan limited liability company


Print Name: Brian Lefevre

By: 
Print Name: Michael Pindel
Title: Director Land

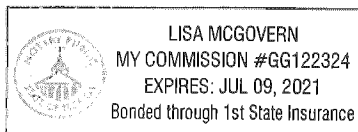

Print Name: Amy Bruchamp

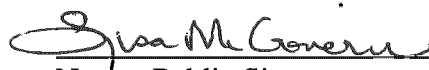
Address: 2662 S. Falkenburg Rd.
Riverview, FL, 33578

STATE OF FLORIDA)
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 16 day of November, 2018, by Michael Pindel, as Director of Land of **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, on behalf of the company. He [is personally known to me] [has produced _____ as identification].

[NOTARY SEAL]




Notary Public Signature
Notary Public, State of Florida
Commission No.: GG122324
My Commission Expires: July 9, 2021

JOINDER OF THE ASSOCIATION

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 16th day of November, 2018.

WITNESSES:**"ASSOCIATION"**

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

[Signature]
Print Name: Alex Boudreau
[Signature]
Print Name: Rhonda Myers

By: [Signature]
Print Name: Brady Leten
Title: PRESIDENT

{CORPORATE SEAL}

STATE OF FLORIDA)
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 16 day of November, 2018, by Brady Leten, as PRESIDENT of **DEL WEBB BEXLEY COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He [is personally known to me] [has produced _____ as identification].

[NOTARY SEAL]

[Signature]
Notary Public Signature
Notary Public, State of Florida
Commission No.: GG122324
My Commission Expires: July 9, 2021

JOINDER OF FOUNDER

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

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

NNP-BEXLEY, LLC, a Florida limited
liability company

Aaron J. Baker
Print Name: *Aaron J. Baker*

By: *Aaron J. Baker*

Name: Aaron J. Baker

Judy Joseph
Print Name: Judy Joseph

Title: Vice President

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

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 16th day of November, 2018, by Aaron J. Baker, as Vice President of **NNP-BEXLEY, LLC**, a Florida limited liability company, on behalf of the company. He [X] She [] is personally known to me or [X] has produced _____ as identification.

(NOTARY SEAL)

Judith Anne Joseph
NOTARY SIGNATURE

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

