

Prepared by and
when recorded return to:

Jonathan J. Ellis, Esq.

SHUMAKER

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Tampa, Florida 33602

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CERTIFICATE OF AMENDMENT TO THE COMMUNITY
DECLARATION FOR DEL WEBB BEXLEY

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

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

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

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

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

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

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

#30977730v1



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

WITNESSES:

Signature: Bonna A. Larson
Signed on 2024/07/02 11:06:16 -6:00
 Print Name: Bonna A. Larson
 Address: 101 E. Kennedy Blvd. Suite 2800,
Tampa, FL 33602

Signature: Stephanie M. Scholz
Signed on 2024/07/02 11:06:16 -6:00
 Print Name: Stephanie M. Scholz
 Address: 101 E. Kennedy Blvd. Suite 2800,
Tampa, FL 33602

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

By: Gary D. Zima
Signed on 2024/07/02 11:06:16 -6:00
 Gary Zima, President

STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 2nd day of July, 2024, by Gary Zima, as President, for Del Webb Bexley Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced Driver's License – Online ID Verification as identification.



Notarial act performed by audio-visual communication

Bonna A. Larson
Signed on 2024/07/02 11:06:16 -6:00
 NOTARY PUBLIC
 Print Name: Bonna A. Larson
 My Commission Expires: May 8, 2027

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

WITNESSES:

Signature: Bonna A. Larson
Signed on 2024/07/02 11:06:16 -6:00
 Print Name: Bonna A. Larson
 Address: 101 E. Kennedy Blvd. Suite 2800,
Tampa, FL 33602

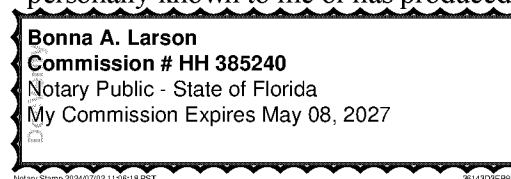
Signature: Stephanie M. Scholz
Signed on 2024/07/02 11:06:16 -6:00
 Print Name: Stephanie M. Scholz
 Address: 101 E. Kennedy Blvd. Suite 2800,
Tampa, FL 33602

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

By: Mario Delgado
Signed on 2024/07/02 11:06:16 -6:00
 Mario Delgado, Secretary

STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 2nd day of July, 2024 by Mario Delgado, as Secretary, of the Del Webb Bexley Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced Driver's License – Online ID Verification as identification.



Notarial act performed by audio-visual communication

Bonna A. Larson
Signed on 2024/07/02 11:06:16 -6:00
 NOTARY PUBLIC
 Print Name: Bonna A. Larson
 My Commission Expires: May 8, 2027

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EXHIBIT "A"**Amendments to the Community Declaration for Del Webb Bexley**

12.24 Leases. Unless provided otherwise, any lease must comply, in full, with the following provisions.

12.24.1 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.

12.24.2 No Home may be leased by an Owner unless and until at least one Owner has owned the Home for a period of at least eighteen (18) months (the "Non-Lease Period"). This subsection B shall not apply to any Owner who holds title to a Home on the date of the recording of this amendment, any Owner of a Vacation Getaway Home, as that term is defined, or DEL WEBB BEXLEY, regardless of when DEL WEBB BEXLEY obtains title to any Home. Further, the provisions set forth in this Subsection B shall not apply to any person(s) obtaining title as a result of any inheritance or probate proceedings, so long as the prior Owner(s) owned the Home for the duration of the Non-Lease Period.



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17.12 Resale Contribution. ~~After the Home has been conveyed by Declarant~~ For any conveyance of an ownership interest in a Home by someone other than the Developer, there shall be collected from the purchaser ~~upon every subsequent conveyance of an ownership interest in a Home by an Owner~~ a resale contribution in the amount of ~~ONE THOUSAND AND NO/100 DOLLARS \$1,000~~ TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS \$2,500.00 (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 in an amount greater than \$1,000.00, in the aggregate, every four (4) years beginning on the date of recordation of this Declaration ~~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, and support costs ~~and start-up costs.~~

...

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~~ law enforcement and all costs of such enforcement incurred by ~~the sheriff~~ law enforcement shall be paid by the Association as an Operating Expense.

