

PREPARED BY AND RETURN TO:

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FIRST AMENDMENT TO COMMUNITY DECLARATION
FOR DEL WEBB BAYVIEW

THIS FIRST AMENDMENT TO COMMUNITY DECLARATION FOR DEL WEBB BAYVIEW (this “**First Amendment**”) is made as of April 15, 2021, 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 BAYVIEW COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “**Association**”).

WITNESSETH:

WHEREAS, Declarant, with the joinder of the Association, entered into that certain Community Declaration for Del Webb Bayview recorded February 12, 2021 in Instrument # 202141018666 of the Public Records of Manatee County, Florida (together with all amendments and supplements 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, 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 recording this First Amendment in order to amend various provisions of the Declaration in order to (i) modify the items of Villa Maintenance that are to be conducted by the Association, (ii) remove all references to “Boundary Fence(s)” within the Declaration and (iii) provide that no walls or fences shall be erected or installed on any Lot other than Perimeter Walls/Fences, Enclosures installed by Declarant in connection with the original construction of the Home or Enclosures around swimming pools installed by an Owner with ARC approval;

WHEREAS, the Association desires to join in this First 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 First Amendment, Declarant hereby amends the Declaration, and the Association joins in and consent to this First 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 10.2** Section 10.2 of the Declaration is hereby amended and restated in its entirety to read as follows (additions are double-underlined, and deletions, if any, are ~~stricken through~~):

10.2 Villa Maintenance. For Villa Lots and Villas only, the Association shall be responsible for the following maintenance (together the "Villa Maintenance"):

10.2.1 painting of all exterior painted portions of any dwelling, (except exterior doors, which shall be painted as needed by the Villa Lot Owner), including any garage, garage door, gutters, downspouts, shutters, fascia on the dwelling; ~~and any Party Wall or fence erected along the Lot boundaries as part of the original construction on the Villa Lots or any replacement thereof ("Boundary Fences"):~~

10.2.2 repair and replacement of all roofs (including shingles and roof decking, but not roof trusses, which shall be the responsibility of Owners) on Villas, including covered porches and garages, installed as part of the original construction on the Villa Lots. The installation of any apparatus on the roof of Villas, covered porches or garages shall be prohibited except for satellite dishes if a rooftop location is the only location for proper reception. In the event an Owner receives approval for any installation of a satellite dish on the roof of their Villa, covered porch or garage, the Owner shall be responsible for any damages, including damage to any other Villas, including roof leaks, resulting from such installation, and the cost of repairing same, if conducted by the Association, shall be an Individual Assessment against such Owner's Lot.

10.2.3 [Intentionally Deleted] ~~repair and replacement of any Boundary Fences originally installed by Declarant;~~

10.2.4 [Intentionally Deleted] ~~repair and replacement of gutters, downspouts, shutters and fascia on any Villa, including covered porches and garages, provided same were installed as part of the original construction on the Villa Lots. The Villa Lot Owner, and not the Association, shall be responsible for cleaning and removal of debris from gutters and downspouts and shall be responsible for any repair (and replacement if required) for any damage to the gutters, downspouts, shutters and fascia on their Villa resulting from such Villa Lot Owner's failure to clean and remove debris (with respect to gutters and downspouts) or the negligent or willful acts of the Villa Lot Owner, their Lessees and their respective Immediate Family Members, Guests and invitees. If any such Owner fails to conduct such repair and replacement, the Association may (but shall~~

~~not be obligated to) conduct same and the Association's costs incurred in connection with same shall be an Individual Assessment against such Owner's Villa Lot;~~

10.2.5 ~~[Intentionally Deleted] at the Association's option (but without any obligation to provide same) termite treatment of all exterior walls and foundations of dwellings and garages provided that the Association shall not be liable if such treatment proves to be ineffective;~~

10.2.6 repair or replacement of any mail kiosk for the Villa originally installed by Declarant, whether on the Lot or in the Common Area; and

10.2.7 ~~pressure cleaning of walkways, driveways, and other paved surfaces on Villa Lots, maintenance, repair and replacement, of walkways located on any Villa Lots and installed as part of the original construction on the Villa Lots, however, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to any such walkways in the event that the negligent or willful acts of such Owner, their Lessees, Immediately Family Members, Guests or invitees caused such damage. 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.~~

All items of Villa Maintenance to be conducted by the Association as set forth above (i) shall be conducted exclusively by the Association and Owners shall have no right to conduct such maintenance, repair and replacement and (ii) shall be conducted at such times, in such manner and to such standards as are determined by the Board in its sole and exclusive discretion.

Notwithstanding the foregoing provisions of this Section 10.2, Villa Maintenance shall not include repair, replacement or restoration of any Villa Lot or Villa altered, damaged or destroyed by fire, flood, storm, wind, lightning or any other casualty, all of which shall be governed by and repaired, replaced or restored in accordance with Section 14 below.

The cost and expenses of all Villa Maintenance shall be paid by Villa Assessments against Villa Lots as provided in Section 17.2.2 below or by Individual Assessments against Villa Lots as provided in Section 17.2.6 below.

All other portions of the Villa Lots and Villas, including any 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 Villa Lot, whether located within or outside the Villa Lot's boundaries (including all utility lines and courtyard drains and associated pipes serving only the Villa Lot).

3. **Amendment and Restatement of Section 11.8.** Section 11.8 of the Declaration is hereby amended and restated in its entirety to read as follows (additions are double-underlined, and deletions, if any, are ~~stricken through~~):

"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 and ~~which is not a Boundary Fence to be maintained by the Association~~ shall constitute a "Party Wall." In addition to side lot lines, Party Walls may be placed on the dividing line that is located along the common rear lot

lines of back to back Lots. Each adjoining Owner's obligation with respect to Party Walls shall be determined by this Declaration, except as otherwise required by Florida law."

4. **Amendment and Restatement of Section 12.15.** Section 12.15 of the Declaration is hereby amended and restated in its entirety to read as follows (additions are double-underlined, and deletions, if any, are ~~stricken through~~):

~~"12.15 Fences/Screens. No fences shall be erected or installed by any Owner of a Lot without prior written consent of the ARC. No fences shall be installed on Villa Lots except Boundary Fences, if any, installed by Declarant in connection with initial construction of Villas on such Villa Lots and replacement of same. No walls or fences shall be erected or installed on any Lot other than Perimeter Walls/Fences, Enclosures installed by Declarant in connection with the original construction of the Home or Enclosures around swimming pools installed by an Owner with ARC approval. No 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). Rear and side yard fences for Lots, if any, shall have access gates a minimum of five feet (5') wide for the Association to conduct Landscaping and Irrigation Maintenance as provided in Section 10.4 above. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences must be in compliance with the Architectural Guidelines and REA Design Guidelines. All fences (except the portions thereof running from the property line to the Home) must be installed on the property line of the Owner's Lot. If any existing fence or Perimeter Wall/Fence is installed on the property line between an Owner's Lot and Lot or Common Area adjacent to such Owner's Lot, no fence may be installed on such Owner's Lot that is parallel with such existing fence or Perimeter Wall/Fence. With ARC approval, such Owners may install fences on their Lots which abut perpendicularly (or at such other angle as is consistent with the angle of the Lot line of such Owner's Lot as same abuts the existing fence or Perimeter Wall/Fence) against such existing fence or Perimeter Wall/Fence, but no such fence shall be affixed to such existing fence or Perimeter Wall/Fence. The Owner of the Lot is solely responsible for (i) fence repair or replacement if the Perimeter Wall/Fence Easement area needs to be accessed for repairs and (ii) Perimeter Wall/Fence repair or replacement if the Perimeter Wall/Fence is damaged by the installation or use of the Lot Owner's fence. Due to the Association's maintenance requirements and responsibilities and the rights of utility providers, the installation of fences within a Private Drainage Easement (or other drainage easement area), an Access and Maintenance Easement or any utility easement is not expected to be approved by the ARC. However, in the event a fence is installed within such areas, with or without prior written ARC approval, the Owner is solely responsible for fence repair or replacement if such areas need to be accessed for installation of facilities or for maintenance, repair or other permitted purposes. Owners installing, maintaining, repairing or replacing fences in such areas shall be responsible for repair of all damage to all portions of the SWMS, any utility facilities or any other Common Area improvements located within same in connection with any such installation, maintenance, repair or replacement. If such Owner does not repair any such damage, the Association may, but shall not be obligated to, repair such damage and assess all costs and expenses incurred in connection with same as an Individual Assessment against such Owner's Lot. In connection with any ARC approval for fences installed within any such areas, the ARC may require such Owner to obtain, at his or her own cost and expense, an agreement in writing executed by the Association approving such fence, which~~

agreement may be recorded in the Public Records at such Owner's expense by the Association in its sole and absolute discretion. All screening and Enclosures shall have the prior written approval of the ARC and shall be in compliance with the Architectural Guidelines and REA Design Guidelines. All Enclosures, including addition of vinyl windows, shall be approved by the ARC and all decks shall have the prior written approval of the ARC."

5. **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 First Amendment, shall be binding upon and inure to the benefit of all parties having any right, title or interest in DEL WEBB BAYVIEW or any portion thereof, and their respective heirs, personal representatives, successors and assigns.

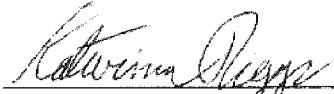
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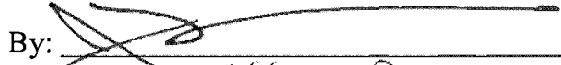
IN WITNESS WHEREOF, Declarant has caused this First Amendment to be executed as of the date and year first above written.


WITNESSES:

"DECLARANT"

PULTE HOME COMPANY, LLC, a Michigan limited liability company


Print Name: Katarina Diggs

By: 
Print Name: Jeffery Deason
Title: Vice President



Print Name: Caitlin Underwood

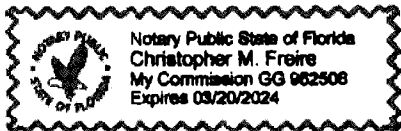
Address: 2662 S. Falkenburg Road
Riverview, FL 33578

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of April, 2021, by Jeffery Deason, as Vice President 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.: GG 942508
My Commission Expires: 03-20-24



JOINDER OF THE ASSOCIATION

DEL WEBB BAYVIEW COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), does hereby join in and consent to the First 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 15th day of April, 2021.

WITNESSES:

"ASSOCIATION"

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

Katherine Diggs
Print Name: Katherine Diggs
Kath Underwood
Print Name: Kath Underwood

By: [Signature]
Print Name: Brady Lefere
Title: President

{CORPORATE SEAL}

Address: 2662 S. Falkenburg Road
Riverview, FL 33578

STATE OF FLORIDA)
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before by means of physical presence or online notarization, me this 15 day of April, 2021, by Brady Lefere, as President of **DEL WEBB BAYVIEW 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.: 66902508
My Commission Expires: 03-20-24

