

This instrument was prepared by and after recording return to:
Steven M. Falk, Esq., Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, Florida 34108
(239) 596-8400

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DEL WEBB OAK CREEK

THIS AMENDMENT is executed by **PULTE HOME COMPANY, LLC, a Michigan limited liability company** ("Developer"), having an address of 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134.

RECITALS

WHEREAS, on April 25, 2022, the Developer recorded a Declaration of Covenants, Conditions and Restrictions for Del Webb Oak Creek in Instrument #2022000137353 of the Public Records of Lee County, Florida ("Declaration"). In Section 14.6 of the Declaration, Developer reserved the right to amend the Declaration.

NOW THEREFORE, pursuant to the rights reserved by Section 14.6 of the Declaration described above, Developer hereby amends the Declaration as set forth in Exhibit "A" attached hereto.

IN WITNESS WHEREOF, Developer has executed this amendment effective as of the day and year written below.

Witnesses:

PULTE HOME COMPANY, LLC, a Michigan limited liability company

Pamela S. Kraft
Witness Name: Pamela S. Kraft

By: *Scott Brooks*
Scott Brooks
Its: Director-Land Development
Southwest Florida Division

Cynthia Diekmann
Witness Name: Cynthia Diekmann

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 27 day of April, 2022, by (X) physical presence or () online notarization, by Scott Brooks, Director-Land Development, Southwest Florida Division, of Pulte Home Company, LLC, a Michigan limited liability company. He is personally known to me.

(SEAL)



CYNTHIA DIEKMANN
Commission # HH 114405
Expires August 6, 2025
Bonded Thru Budget Notary Services

Cynthia Diekmann
Notary Public
Name: Cynthia Diekmann
My Commission Expires: 8/6/2025

Exhibit "A"

Additional language indicated by underlining.

9.23 Age Restrictions.

The Community is subject to the Declaration of Restrictions recorded in Instrument #2022000142131, Public Records of Lee County, Florida ("Declaration of Restrictions"), which provides, among other things, that Units within the Community are intended for the housing of persons fifty-five (55) years of age or older. The provisions set forth in the Declaration of Restrictions are intended to be consistent with, and were set forth in order to comply with the Florida and Federal Fair Housing Acts, including, without limitation, the Housing for Older Persons Act of 1995, any Federal and Florida regulations adopted thereto, and any related judicial decision, as they may be amended from time to time (collectively, the "Fair Housing Requirements") allowing discrimination based on familial status.

The Association is obligated to enforce the "55 and over" restrictions on occupancy set forth in the Declaration of Restrictions and any related Rules and Regulations in any legal or equitable manner available, as the Board of Directors deems appropriate, including, without limitation, conducting a census of the occupants of Units, requiring that copies of birth certificates or other proof of age be provided to the Board of Directors on a periodic basis, and in its sole discretion, taking action to evict the occupants of any Unit who does not comply with the requirements and restrictions of the Declaration of Restrictions. The Association's records regarding individual occupants shall be maintained on a confidential basis and not provided except as legally required to governing authorities seeking to enforce the Fair Housing Requirements or as otherwise provided by the Act.

Each Owner shall be responsible for ensuring compliance of his or her Unit with the requirements and restrictions of the Declaration of Restrictions and the Rules and Regulations adopted thereunder, by the Owner and by his or her Tenants and other occupants of the Unit. Each Owner, by acceptance of title to a Parcel, agrees to indemnify, defend, and hold the Developer and any affiliate, successor or assign, the Association, and all of their directors, officers and agents, harmless from any and all claims, losses, damages, and causes of action brought by the Owner, his or her Tenants, family members, occupants and guests, which may arise from failure of such Owner's Parcel to so comply. Such defense costs shall include, but not be limited to, attorney's fees and costs.

The provisions in this Section 9.23 are intended to summarize the terms and conditions in the Declaration of Restrictions. In the event of a conflict between the Declaration of Restrictions and this Declaration, the Declaration of Restrictions shall control.