

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 D Kraft

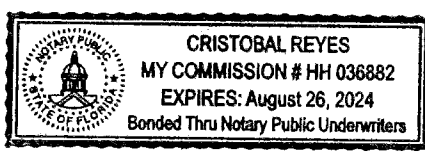
By: Scott Brooks  
Its: Director-Land Development  
Southwest Florida Division

Ella Heertas  
Witness Name: Ella Heertas

STATE OF FLORIDA            )  
COUNTY OF LEE            )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2022, by (  ) 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)



Cristobal Reyes  
Notary Public  
Name: Cristobal Reyes  
My Commission Expires: \_\_\_\_\_

Exhibit "A"

Additional language indicated by underlining.

The Declaration is hereby amended adding Section 17 to read as follows:

17. Bulk Rate Contracts: "Bulk Rate Contracts" means one or more contracts entered into by the Developer or the Association for the provision of services of any kind or nature by which a particular service is provided to all or a portion of the Community, or by which various services are offered at the option of each Owner, or both. The services provided under Bulk Rate Contracts may include, without limitation, services provided by Community Systems and services for cable television, telecommunications, communications as defined in Section 202.11, Florida Statutes, internet access, "broadband", security monitoring, trash pick-up, propane and natural gas, lawn and landscaping maintenance, and wastewater, and other services which are considered by the Developer or the Board of Directors to be beneficial to all or a portion of the Community.

17.1 Community Systems. The Developer may provide, enter into and assign to the Association contracts with other persons to provide, or the Association may provide or enter into contracts with other persons to provide, telecommunications receiving and distribution systems (e.g., cable television, video entertainment, data/Internet/Intranet services, telephone, and security monitoring) and related components, including associated wiring, lines, antennae, towers, satellite dishes and other infrastructure, equipment, hardware, and software, to serve the Community, including those based on and containing and serving future technology not now known (collectively, "Community Systems"). Such contracts may provide for installation, operation, management, maintenance and upgrades or modifications to the Community Systems. The Owner of each Parcel shall be responsible for ensuring that such Parcel is wired to connect to any Community Systems or to receive any Community service. As long as the Developer holds title to any Parcel or property in the Community, each contract entered into pursuant to this Section must be approved by the Developer.

17.2 Community Services. The Developer may provide, enter into and assign to the Association contracts with other persons to provide, or the Association may provide or enter into contracts with other persons to provide, services to Owners and their Parcels or Parcels. By way of example and not limitation, such services might include such things as cable television, telephone, Internet, community technology, utilities, fire protection, security, trash collection, lawn and/or landscape maintenance, pest control, and caretaker services. Any Association contract for services may require individual Owners or occupants to execute separate agreements directly with the persons providing services in order to gain access to or obtain specified services. Such contracts and agreements may contain terms and conditions that, if violated by the Owner or occupant of a Parcel, may result in termination of the services provided to such Parcel. Any such termination shall not relieve the Owner of the continuing obligation to pay Assessments for any portion of the charges for such service that are assessed against the Parcel as a Common Expense. The Association may discontinue offering any particular service and may modify or cancel existing contracts for services, subject to the contract terms and any provision that may exist elsewhere in the Governing Documents requiring the Association to provide such services. As long as the Developer holds title to any Parcel or property in the Community, each contract entered into pursuant to this Section must be approved by the Developer.

17.3 Bulk Rate Contracts. Any contract to provide Community services and/or Community Systems may be Bulk Rate Contracts. Prior to and beginning with the date that Developer holds title to any Parcel or property in the Community, the Developer may enter into and assign to the Association

Bulk Rate Contracts with other persons to provide Community services and/or Community Systems. In addition, Bulk Rate Contracts may be entered into from time to time with any service providers and on such terms and provisions as the Board of Directors may determine in its sole and absolute discretion, except that, as long as the Developer holds title to any Parcel or property in the Community, all Bulk Rate Contracts must be approved by the Developer. The Association may include the charges and other expenses of any Bulk Rate Contract as a Common Expense of the Association and/or the Association may, at its option, add the charges payable with respect to any Owner or Parcel under a Bulk Rate Contract as a special charge against such Owner's Parcel. In this regard, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association will be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Declaration with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Parcel which is reserved under the terms and provisions of this Declaration. In addition, in the event of nonpayment by an Owner of any charges due under a Bulk Rate Contract and after the lapse of at least 12 days since such charges were due, the Association may, upon 5 days' prior written notice to such Owner (which may run concurrently with such 12 day period), in addition to all other rights and remedies available pursuant to applicable law, terminate, in such manner as the Board of Directors deems appropriate, any Community service provided at the cost of the Association and not paid for by such Owner (or the resident of such Owner's Parcel) directly to the service provider. Such notice will consist of a separate mailing or hand delivery at least 5 days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner (or the resident of such Owner's Parcel) can make arrangements for payment of the bill and for re-connection or re-institution of service. No Community service will be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

17.4 Interruptions in Community Systems and Services. Each Owner acknowledges that interruptions in cable television and other Community Systems and services will occur from time to time. The Developer and the Association shall not be liable for, and shall not be obligated to provide any person with any compensation, refund, rebate, or offset against any applicable fee, as a result of any interruption in Community Systems and services, regardless of whether or not such interruption is caused by reasons within the Association's or the service or system provider's control.

17.5 Developer and Association Rights Regarding Community Systems and Services. The Developer reserves for itself, prior to and as long as the Developer holds title to any Parcel or property in the Community, and perpetually for the Association a right and easement over all of the Community to install and operate the Community Systems and to serve any portion of the Community. Such reserved right includes, without limitation, the right to select and contract with companies licensed to provide telecommunications, cable television, and other Community Systems and services, and the right to charge or authorize any provider to charge individual users a reasonable fee, not to exceed the maximum allowable charge for such service (as defined from time to time by applicable laws, rules, and regulations of any government authority having jurisdiction). The Developer shall also have the right to receive compensation from any provider of Community Systems or services (including without limitation in connection with a Bulk Rate Contract), which compensation may be in consideration for, among other things, Developer's or its affiliates' development of Community Systems or other portions of the Community or marketing activities.

17.6 The Association has contracted for the provision of bulk telecommunications services to all Parcels within the Community pursuant to a Bulk Rate Contract with Blue Stream Communications, LLC. The initial term of such Bulk Rate Contract is 78 months and automatically renews for successive terms of one year each, unless either party provides written notice of its intent not to renew to the other party at least 90 days prior to the expiration of the then current term. The charges and other expenses of

such Bulk Rate Contract will be included as a Common Expense of the Association and, therefore, will be paid by each Owner as part of the assessments paid by Owners hereunder. In connection with the Bulk Rate Contract, Developer may receive compensation from the service provider for granting marketing rights and/or performing marketing activities and/or development work in the Community. No Owner will be required to use any telecommunications services provided under such Bulk Service Contract; however, if an Owner or resident of a Parcel elects to use another service provider, there will be no resulting reduction, credit or offset in assessments and/or charges payable to the Association. Additional information regarding such Bulk Rate Contract and the services provided thereunder may be obtained by contacting the Association's manager.