

INSTR # 2011079449  
BK 08383 PGS 1662-1665 PG(S) 4  
RECORDED 05/10/2011 01:09:44 PM  
RICHARD M WEISS, CLERK OF COURT  
POLK COUNTY  
RECORDING FEES 35.50  
RECORDED BY T Dunn

**PREPARED BY AND RETURN TO:**

Christian F. O'Ryan, Esq.  
Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.  
2701 N. Rocky Point Drive, Suite 900  
Tampa, Florida 33607

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

**FIRST AMENDMENT TO  
AMENDED AND RESTATED DECLARATION FOR  
DEL WEBB ORLANDO AT RIDGEWOOD LAKES**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION FOR DEL WEBB ORLANDO AT RIDGEWOOD LAKES (this "**First Amendment**") is made by PULTE HOME CORPORATION, a Michigan corporation ("**Declarant**") and joined in by DEL WEBB ORLANDO HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.

RECITALS

- A. Declarant recorded that certain AMENDED AND RESTATED DECLARATION FOR DEL WEBB ORLANDO AT RIDGEWOOD LAKES in O.R. Book 8161, Page 2191, Public Records of Polk County, Florida (the "**Declaration**").
- B. Article XXI, Section 21.1 of the Declaration provides that, prior to the termination of the Declarant Control Period, the Declarant shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever.
- C. The Declarant Control Period has not yet terminated.

NOW THEREFORE, Declarant hereby declares that every portion of DEL WEBB ORLANDO AT RIDGEWOOD LAKES is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

Words in the text which are lined through (-----) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text.

1. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.
2. In the event that there is a conflict between this First Amendment and the Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Section 12.1 of the Declaration is hereby amended as follows:

12.1. Withdrawal of Property.

Declarant reserves the right to amend this Declaration by recording ~~an Amended~~ a Supplemental Declaration, so long as it has a right to annex property pursuant to Section 11.1, to remove any ~~unimproved~~ portion of DEL WEBB ORLANDO AT RIDGEWOOD LAKES from the coverage of this Declaration. ~~"Unimproved" means that no permanent structure has yet been built on the property.~~ Such amendment shall not require the consent of any Person other than the owner(s) of the property to be withdrawn, if not the Declarant. ~~If the property is Common Area, the Association shall consent to such withdrawal and shall reconvey to Declarant any withdrawn property owned by the Association.~~

If Declarant withdraws portions of DEL WEBB ORLANDO AT RIDGEWOOD LAKES from the operation of this Declaration, Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, owners or Tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

5. This First Amendment shall be a covenant running with the land.

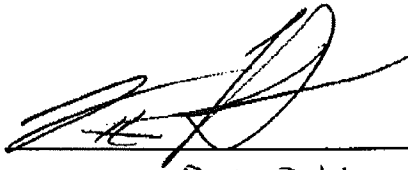
**[SIGNATURE AND ACKNOWLEDGEMENT APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this \_\_\_\_ day of May, 2011.

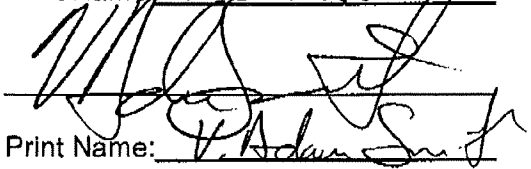
WITNESSES:

"DECLARANT"


PULTE HOME CORPORATION,  
a Michigan corporation

  
\_\_\_\_\_

Print Name: Dale P. Hervey

  
\_\_\_\_\_

Print Name: V. Adams Smith

By:   
\_\_\_\_\_

Name: Matt O'Brien

Title: Vice President


Date: 5-6-11

(Corporate Seal)

STATE OF FLORIDA            )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of May, 2011, by Matt O'Brien as Vice President of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation, who are personally known to me or who have produced \_\_\_\_\_ as identification.



  
\_\_\_\_\_  
Notary Public  
Printed Name: Rebecca Derosa  
My commission expires: 3/28/2012

JOINDER

DEL WEBB ORLANDO HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("**Association**") does hereby join in the FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION FOR DEL WEBB ORLANDO AT RIDGEWOOD LAKES to which this Joinder is attached (the "**First Amendment**"), and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the First Amendment as Association has no right to approve the First Amendment.

6th IN WITNESS WHEREOF, the undersigned has executed this Joinder on this day of May, 2011.

WITNESSES:

DEL WEBB ORLANDO HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

Nicole Boneisi  
Print Name: Nicole Boneisi

By: Adam Smith  
Adam Smith  
President

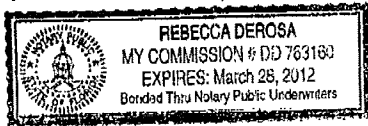
Carrie King  
Print Name: Carrie King

{CORPORATE SEAL}

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 6th day of May, 2011, by Adam Smith, as President of DEL WEBB ORLANDO HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires: 3/28/2012



Rebecca Derosa  
NOTARY PUBLIC, State of Florida-at Large  
Print Name: Rebecca Derosa

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