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PREPARED BY AND RETURN TO:
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----------SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA----------

FIRST AMENDMENT TO DECLARATION FOR FLAGLER STATION

THIS FIRST AMENDMENT TO DECLARATION FOR FLAGLER STATION (this "**First Amendment**") is made by PULTE HOME CORPORATION, a Michigan corporation (the "**Declarant**") and joined by the FLAGLER STATION HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit (the "**Association**").

RECITALS

A. The Declaration for Flagler Station was recorded in Official Records Book 13938, at Page 139 of the Public Records of Duval County, Florida (the "**Declaration**").

B. Article XIV, Section 4(b) of the Declaration provides that, prior to the Turnover, 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. The Turnover has not yet occurred.

NOW THEREFORE, Declarant hereby declares that every portion of the Property shall 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. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration, except the following defined terms are amended and/or added as defined terms in Article I, Section 1 of the Declaration:

> "Building" shall mean the buildings containing Dwellings located ~~on the Property~~ within the Townhome Service Area.
>
> "Service Area" shall mean a group of Dwellings designated in this Declaration (as amended) or in a Supplement as a separate identifiable group for purposes of receiving benefits or services from the Association that are not provided to all Dwellings within the Properties. A Service Area may be comprised of noncontiguous parcels of real property.

"Service Area Assessments" shall mean assessments levied against the Dwellings in a particular Service Area to fund Service Area Expenses.

"Service Area Expenses" shall mean the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners of property within a particular Service Area, which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may specifically be authorized pursuant to this Declaration (as amended) or in any Supplement applicable to such Service Area.

"Townhome Service Area" shall have the meaning provided in Article III, Section 21.

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. Article III, Section 5 of the Declaration is hereby amended as follows:

Section 5. Operation, Maintenance and Repair of Lots. The purpose of the Association shall also be to operate, maintain and repair, Lots~~,~~ and any improvements thereon within the Townhome Service Area, including, but not limited to, maintenance of roofs and landscaping of Dwellings, the exterior painting of Dwellings and the maintenance of gutters and downspouts of Dwellings. The Association will paint the exterior of the door to the Dwellings located within the Townhome Service Area, at its sole discretion. The Declarant reserves an access easement to each Lot within the Townhome Service Area in favor of the Association to accomplish the lawn and landscaping maintenance referred to herein. ~~If an Owner desires to paint all or a portion of the exterior of its Dwelling, then the Owner shall be subject to the terms and conditions of Article IX.~~ Notwithstanding any other provision of this Declaration to the contrary, with respect to Dwellings located within the Townhome Service Area, the Association has exclusive management and control of the maintenance of roofs and landscaping of Dwellings, the exterior painting of Dwellings and the maintenance of gutters and downspouts of Dwellings.

4. Article III, Section 12 of the Declaration is hereby amended as follows:

Section 12. Lawn and Landscaping Maintenance. All lawn and landscaping maintenance in the Common Area and on all Lots ~~in the Properties~~ within the Townhome Service Area shall be the responsibility of the Association. Lawn maintenance shall include cutting, sprinkling, pest control, replanting and related maintenance. Such maintenance shall include the maintenance of landscaped areas and shrubbery located on Lots within the Townhome Service Area. The Association shall have an easement over each Lot ~~in the Properties~~ within the Townhome Service Area to accomplish the lawn and landscaping maintenance referred to herein. The expense of such lawn and landscaping maintenance shall be ~~a Common Expense~~ Service Area Expense charged to all Dwellings within the Townhome Service Area.

5. Article III, Section 19 of the Declaration is hereby amended as follows:

Section 19. Master-Metered Water Usage. Each Owner of a Lot within the Townhome Service Area understands that the water usage for irrigation to the

Townhome Service Area Lots will be metered by a master meter and that a public utility will determine water usage for all ~~of FLAGLER STATION~~ Lots within the Townhome Service Area. Each Owner understands and agrees that by taking title to ~~the Dwelling~~ a Lot within the Townhome Service Area, the Owner agrees to pay a pro-rata share of the water irrigation usage for all Lots within the Townhome Service Area. The cost associated with such master-metered water usage shall be deemed part of the ~~Common Expenses of the Association~~ Service Area Expenses for the Townhome Service Area and each Owner of a Lot within the Townhome Service Area shall pay an equal share of such costs. Owners of Lots within the Townhome Service Area will not receive an itemized bill covering irrigation water usage fees and there will be no method for prorating the costs of irrigation water usage to the Townhome Service Area Dwellings.

6. Article III, Section 21 is hereby added to the Declaration as follows:

Section 21. Service Area Designation. Certain Dwellings within the Properties shall be located within a Service Area. This Declaration (as amended) or a Supplement submitting additional property to this Declaration may identify Dwellings as part of a Service Area. So long as it has the right to subject additional property to this Declaration, the Declarant may unilaterally amend this Declaration or any Supplement to re-designate Service Area boundaries; provided, two (2) or more existing Service Areas shall not be combined without the consent of Owners of more than fifty percent (50%) of the Voting Interests in the affected Service Area. All Lots legally described in the Plat recorded in Plat Book 63, Page 149 to 165, of the Public Records of Duval County, Florida, are hereby designated as the "**Townhome Service Area**."

7. Article VI, Section 2(a) of the Declaration is hereby amended as follows:

(a) Responsibility of Association. The Association is responsible for the following matters relating to the initial improvements constructed upon Lots by the Declarant within the Townhome Service Area, including without limitation landscaping, and relating to improvements made to the Buildings and the Dwellings by the Declarant or the Association:

8. Article VI, Section 2(b) of the Declaration is hereby amended as follows:

(b) Responsibility of Owner. Each Owner of a Dwelling within the Townhome Service Area is responsible for the following matters relating to his or her Dwelling and Parcel:

9. Article VI, Section 9 of the Declaration is hereby amended as follows:

Section 9. Common Expense. ~~The~~ Except for those expenses and costs designated as Service Area Expenses, expenses and costs incurred by the Association in performing the rights, duties, and obligations set forth in this Article, are hereby declared to be Common Expenses and shall be paid by Class A members.

10. Article VI, Section 11 is hereby added to the Declaration as follows:

Section 11. Maintenance by Owners. All Lots and Dwellings not maintained by the Association, including without limitation, all lawns, landscaping, irrigation systems, driveways, walkways and any property or structures, including but not limited to retention walls, improvements and appurtenances, shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of FLAGLER STATION by the record title owner of the Lot. Each Owner of a Dwelling that is

not included in the Townhome Service Area is specifically responsible for maintaining all grass, landscaping and improvements within any portion of his or her Lot. No tree installed by the Declarant on any Lot shall be felled, removed, or cut down unless such tree represents a hazard to the Dwelling or other improvements on the Lot, or to persons occupying or utilizing FLAGLER STATION. In the event Lots and Dwellings are not maintained by the record title owner of the Lot in accordance with the requirements of this Section 11, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the Owner, and charge the costs thereof to the non-complying Owner as an Individual Assessment.

11. Article VII, Section 1 of the Declaration is hereby amended as follows:

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (1) Installment Assessments or charges and charges for Common Expenses; (2) Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, or for the purpose of defraying, in whole or in part, any other costs authorized by this Declaration; ~~and~~ (3) Individual Assessments or charges against a particular Lot as may be provided by the terms of this Declaration; and (4) Service Area Assessments if such Owner is the record title owner of a Lot located in a Service Area. Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

12. Article VII, Section 2 of the Declaration is hereby amended as follows:

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto; operation, maintenance and replacement of the SWMS, including the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Common Area; reserves for roof replacements, exterior painting of Dwellings for Dwellings located in the Townhome Service Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the maintenance, landscaping and beautification of the Common Area and such public lands as may be designated by the Declarant or the Association; the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may arise.

13. Article VII, Section 22 is hereby added to the Declaration as follows:

Section 22. Budgeting and Allocating Service Area Expenses. The Board may prepare a separate budget covering the estimated Service Area Expenses for each

Service Area on whose behalf Service Area Expenses are expected to be incurred during the coming year. The Association is hereby authorized to levy Service Area Assessments against all Lots in a Service Area to fund Service Area Expenses. Each such budget shall include any costs for additional services and any contribution to be made to a reserve fund adopted by the Board. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments, and the amount required to be generated through the levy of Service Area and Special Assessments in such Service Area. Service Area Assessments shall be uniform for all Lots located in a Service Area.

14. Article VIII, Section 4(f) of the Declaration is hereby amended as follows:

(f) No electric pet fences are permitted on ~~the Property~~ Lots within the Townhome Service Area.

15. Article VIII, Section 6(a) of the Declaration is hereby amended as follows:

(a) There shall be a maximum of three (3) vehicles associated with each Dwelling. ~~Two (2) vehicles must be parked in the Owner's garage, and the third vehicle, if any, must be parked in the Owner's driveway.~~ No more than two (2) vehicles registered to the Owner(s) of a Lot shall be parked in the Owner's driveway. ~~However if an Owner's vehicle is too large to be parked in the Owner's garage, the Owner may park his large vehicle in the driveway prior to all spaces being filled in the Owner's garage.~~

16. Article VIII, Section 14 of the Declaration is hereby amended as follows:

Section 14. Drapes and Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted. No security bars shall be placed on the windows of any Dwelling without prior written approval of the Board. No awnings~~,~~ or canopies ~~or shutters~~ shall be affixed to the exterior of a Dwelling ~~without the prior written approval of the Board~~. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the Board. Window treatments facing the street shall be of a neutral color, such as white, beige or off-white tones.

17. Article VIII, Section 15 of the Declaration is deleted in its entirely and replaced with the following:

Section 15. Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Properties, including without limitation, any Lot or Dwelling, that is visible from the outside; provided, however, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4 ½') by six feet (6').

Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display from the flagpole, one (1)

official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including without limitation noise and lighting ordinances in Duval County or any municipality in which the flag pole is erected and all setback and location criteria contained in this Declaration.

Declarant is exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within the Properties such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Dwellings. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

18. Article VIII, Section 17 of the Declaration is hereby amended as follows:

Section 17. Landscaping. No Owner shall cause or allow any alteration of the landscaping originally installed within his Lot without the prior written consent of the Architectural Review Board. Any shrubs or plantings permitted to be installed on a Lot within the Townhome Service Area ~~under this Section~~ shall be maintained by the Association.

19. Article VIII, Section 18 of the Declaration is hereby amended as follows:

Section 18. Fences, Walls and Hedges. Except as to fences or walls originally constructed by Declarant, if any, no fences or walls of any nature may be erected, constructed or maintained upon any Lot within the ~~Properties~~ Townhome Service Area. Otherwise, the ARB may permit Owners to install fences subject to the terms of this Declaration and any published guidelines. In instances where the back of a Lot located outside of the Townhome Service Area abuts a pond, lake or water body, the Owner of any such Lot shall be permitted to install a black aluminum open picket-style fence of fifty-four inches (54") in height. With regard to all other Lots located outside the Townhome Service Area, the Owner of a Lot shall be permitted to install a beige vinyl privacy fence of six feet (6') in height and otherwise in accordance with this Declaration and the Design Guidelines.

20. Article IX, Section 2 of the Declaration is hereby amended as follows:

Section 2. Purpose and Function of ARB. The purpose and function of the ARB shall be to (a) create, establish, develop, foster, maintain, preserve and protect within FLAGLER STATION a unique, pleasant, attractive and harmonious physical environment grounded in and based upon a uniform plan of development and construction with consistent architectural and landscape standards, and (b) review, approve and control the design of any and all buildings, structures, signs and other improvements of any kind, nature or description, including landscaping, to be constructed or installed upon all Properties and all Common Area within FLAGLER STATION. Neither the Declarant nor the ARB, or any of its members, shall have any liability or obligation to any person or party whomsoever or whatsoever to check every detail of any plans and specifications or other materials submitted to and approved by it or to inspect any improvements constructed upon Properties or Common Area to assure compliance

with any plans and specifications approved by it or to assure compliance with the provisions of the ~~Design Review Manual (if any)~~ Design Guidelines for FLAGLER STATION or this Declaration.

21. Article IX, Section 5 of the Declaration is hereby amended as follows:

Section 5. Exterior Painting by Owner. The ARB must approve any proposed painting of the exterior of the Dwelling by the Owner unless the paint color is the same or substantially similar to the color originally painted. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, Owners of Dwellings within the Townhome Service Area shall not be permitted to paint the exterior of their Dwellings. If the proposed painting is approved by the ARB, the ARB shall have the right to impose such conditions as it deems reasonably appropriate. The conditions shall, at a minimum, include the following:

(a) All work and materials shall be at the Owner's sole cost and expense;

(b) All color selections shall be approved by the ARB ~~and must be the same or substantially similar to the other Dwelling(s) in the Building~~; and

(c) The painting project must include an entire elevation of the Dwelling (i.e. the entire side of the Dwelling, etc.)~~; and~~

~~(d) If the Association thereafter paints the Building, the Dwelling shall be included as part of the Building paint project and the costs shall be assessed as a Common Expense~~.

22. Article X, Section 4 of the Declaration is hereby amended as follows:

Section 4. Termite Protection Program. At the discretion of the Board, the Association may purchase and maintain a master termite protection program (the "Termite Protection Policy") for all Dwellings within the Townhome Service Area. Such Termite Protection Policy shall be provided by such persons or entities as may be designated by the Board of Directors. The fees for the Termite Protection Policy payable to the service provider shall be a ~~Common~~ Service Area Expense payable by the Association and included within the annual budget for ~~which the assessments are levied each year~~ the Townhome Service Area. The Association, or its designees, shall conduct yearly inspections of Dwellings within the Townhome Service Area to determine if any corrective action is needed to remedy any termite infestation or potential infestation. Declarant reserves for itself, the Association, and their grantees and designees an easement for ingress and egress to, over and across each Lot within the Townhome Service Area and the right to enter upon each Lot for the purpose of exercising its rights and obligations under this Section. Entry into any Dwelling, absent emergency conditions, shall not be made without the consent of the Owner or occupant thereof. An Owner shall not arbitrarily withhold consent to such entry by the Association or its designees for the purpose of discharging any duty or exercising any right granted by this Section; provided that, such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. IN NO EVENT SHALL THE ASSOCIATION BE RESPONSIBLE FOR ANY DAMAGES OR COSTS OF REPAIRS CAUSED BY TERMITE INFESTATION, INSPECTION FOR TERMITE INFESTATION, OR THE REMOVAL OF TERMITE INFESTATION.

23. Article XII, Section 2 of the Declaration is hereby amended as follows:

Section 2. Sharing of Repair, Replacement and Maintenance. The cost of reasonable repair, replacement and maintenance of a Party Wall or roof shall be shared by the Owners who make use of the wall and roof in proportion to such use. The Association may include a reserve for roof replacement in the ~~Installment Assessment~~ annual budget for the Townhome Service Area. In the event this reserve is insufficient to replace a roof on a Dwelling within the Townhome Service Area, the Owner of the Dwelling will be assessed for the shortfall, subject to any applicable prorations as provided in the preceding sentence.

24. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is ratified and confirmed in its entirety.

25. This Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Duval County, Florida.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 19th day of April, 2013.

WITNESSES:

Print Name: Clint Ball

Print Name: Kelly L. Majcik

"DECLARANT"

PULTE HOME CORPORATION, a Michigan corporation

By:
Name: DAN FITZPATRICK
Title: Vice President
Date: 4/19/13

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 19th day of April, 2013, by Dan Fitzpatrick, as VP-Finance of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation. He/She ☐ is personally known to me or ☑ has produced _____ as identification.

Notary Public
Kelly V. Costantino
Print Name
My commission expires:

KELLY V. COSTANTINO
Commission # EE 162222
Expires January 23, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

JOINDER

FLAGLER STATION HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation (the "**Association**") does hereby join in the FIRST AMENDMENET TO DECLARATION FOR FLAGLER STATION (the "**First Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees this Joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the First Amendment and Declaration and does not affect the validity of this First Amendment as the Association has no right to approve this First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 19th day of April, 2013.

WITNESSES:

Print Name: Clint Ball

Print Name: Kelly L. Majzlik

FLAGLER STATION HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

By:
Name: Joshua Kalin
Title: President
Date: April 19, 2013

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 19th day of April, 2013, by Joshua Kalin, as President of FLAGLER STATION HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me ~~or who has produced~~ ~~as identification.~~

My commission expires:

NOTARY PUBLIC, State of Florida at Large
Print Name: Kelly V. Costantino

KELLY V. COSTANTINO
Commission # EE 162222
Expires January 23, 2016
Florida Notary Service & Bonding Co., Inc. 800-385-7019

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