

PREPARED BY AND RETURN TO:

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215 N. Eola Drive
Orlando, Florida 32801



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**SECOND AMENDMENT TO COMMUNITY DECLARATION
FOR PHILLIPS GROVE**

THIS SECOND AMENDMENT TO COMMUNITY DECLARATION FOR PHILLIPS GROVE (the “Second Amendment”) is made as of August 28th, 2019, by PULTE HOME COMPANY, LLC, a Michigan limited liability company authorized to transact business in the State of Florida, successor by conversion to Pulte Home Corporation, a Michigan corporation (the “Declarant”) and joined in by PHILLIPS GROVE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the “Association”).

W I T N E S S E T H:

WHEREAS, Declarant, with the joinder of the Association, entered into that certain Community Declaration for Phillips Grove recorded January 18, 2018 as Document Number 20180037707 in the Public Records of Orange County, Florida, as amended by that certain First Amendment to Community Declaration for Phillips Grove recorded July 3, 2019 as Document Number 20190407631 in the Public Records of Orange County, Florida (collectively, 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 executing and recording this Second Amendment for the purpose of (i) incorporating the definition of the “Amenity Center Replat” as set forth in Section 2 below and (ii) amending and restating the first paragraph of Section 9 of the Declaration to describe the Common Areas in the Amenity Center Replat, as more particularly set forth in Section 3 below; and

WHEREAS, the Association desires to join in this Second Amendment to confirm its approval of and consent to same.

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants contained in this Second Amendment, Declarant hereby amends the Declaration, and the Association joins in and consents to this Second 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. **Definition of Amenity Center Replat.** The following definition is hereby added to Section 2 of the Declaration:

"Amenity Center Replat" shall mean the Plat of PHILLIPS GROVE AMENITY CENTER REPLAT, as recorded in Plat Book 100, Page 60, Public Records of Orange County, Florida.

3. **Common Areas.** The first paragraph of Section 9 of the Declaration is hereby amended and restated as follows (additions are double-underlined, and deletions, if any, are ~~stricken through~~):

9. **Common Areas.** Common Areas shall include the following Tracts dedicated to the Association on the Phase 1 Plat:

Tract A (Open Space), Tract C (Private Right-of-Way), Tract D1 (Stormwater Management Area/Open Space), Tract D2 (Open Space), Tract E (Stormwater Management Area/Open Space), Tract F (Access and Utility/Open Space) and Tract H (Park)

Common Areas shall also include the following Tracts dedicated to the Association on the Tract I Replat:

Tract C1 (Private Right of Way) and Tract F1 (Open Space)

Common Areas shall also include the following Tracts dedicated to the Association on the Amenity Center Replat:

Tract B-1 (Open Space/Recreation)

Common Areas shall also include all easements dedicated to the Association on the Plat, by this Declaration or by separate instrument, including, without limitation, all Drainage Easements, Conservation Easements, Landscape and Wall Easements and Environmental Swale Easements.

4. **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 Second Amendment, shall be binding upon and inure to the benefit of all parties having any right, title or interest in PHILLIPS GROVE or any portion thereof, and their respective heirs, personal representatives, successors and assigns.

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

WITNESSES:

"DECLARANT"

PULTE HOME COMPANY, LLC, a Michigan limited liability company, successor by conversion to Pulte Home Corporation, a Michigan corporation

Joshua Kalin
Print Name: Josh Kalin

By: *Cliff Torres*
Print Name: Cliff Torres

Aaron Struckmeyer
Print Name: Aaron Struckmeyer

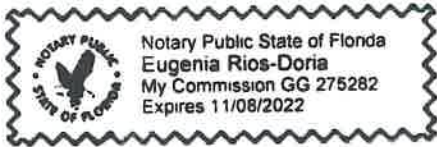
Title: Director of Land Development

Address: 4901 Vineland Road, #500
Orlando, FL 32811

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 28th day of August, 2019, by Cliff Torres, as Director of Land Development of **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, successor by conversion to Pulte Home Corporation, a Michigan corporation, on behalf of the company. He [is personally known to me] [has produced _____ as identification].

[NOTARY SEAL]



Eugenia Rios-Doria
Notary Public Signature
Notary Public, State of Florida
Commission No.: GG 275282
My Commission Expires: 11/08/2022

JOINDER OF THE ASSOCIATION

PHILLIPS GROVE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), does hereby join in and consent to the Second 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 28th day of AUGUST, 2019.

WITNESSES:

"ASSOCIATION"

PHILLIPS GROVE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation



Print Name: Josh Kalin



Print Name: Aaron Struckmeyer

By: 

Print Name: Eric Baker

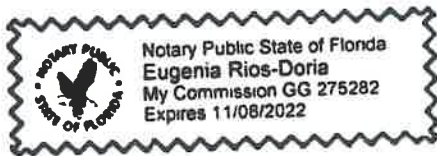
Title: President

{CORPORATE SEAL}

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 28th day of August, 2019, by ERIC BAKER, as PRESIDENT of **PHILLIPS GROVE HOMEOWNERS 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]





Notary Public Signature
Notary Public, State of Florida
Commission No.: GG 275282
My Commission Expires: 11/08/2022