THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

David P. Barker, Esq.
Dean, Mead, Egerton, Bloodworth,
Capouano & Bozarth, P.A.
420 South Orange Avenue, Suite 700
Orlando, FL 32801
(407) 428-5118

AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR TERRENO

THIS AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR TERRENO (this "**Amendment**") is made and executed this _____ day of December, 2022 ("**Amendment Date**"), by **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, as successor by conversion of **PULTE HOME CORPORATION**, a Michigan corporation ("**Developer**").

W I T N E S S E T H:

WHEREAS, Developer has heretofore executed that certain Declaration of Covenants Conditions and Restrictions for Terreno recorded March 17, 2022, in Official Records Book 6098, Page 2178, as affected by Amendment to Declaration of Covenants, Conditions and Restrictions for Terreno recorded July 21, 2022 in Official Records Book 6155, Page 1398, all of the Public Records of Collier County, Florida (collectively, as further amended and supplemented from time to time, the "**Declaration**");

WHEREAS, pursuant to Section 14.6 of the Declaration, prior to the Turnover Date (as defined in the Declaration), Developer may unilaterally modify, enlarge, amend, waive or add to the provisions of the Declaration; and

WHEREAS, Developer is the fee owner of certain real property more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference ("**Right of Way Parcels**"), which parcels will be conveyed to Collier County as public right of way, and Developer desires to withdraw such real property from the effect and purview of the Declaration.

WHEREAS, as provided in the Declaration, Developer reserved the right to remove real property it owns from the terms of the Declaration, provided such property has not been improved by a structure intended for recreationsal purposes, and the Right of Way Parcels have not been so improved.

NOW THEREFORE, the Developer does hereby covenant, stipulate and declare as follows, to wit:

1. **Recitals; Definitions.** The above recitals are true and correct and are incorporated herein by this reference. Capitalized terms used herein shall have the same meaning given to such terms in the Declaration, unless otherwise indicated in this Amendment.

2. **Removal of Land from Declaration**. Pursuant to the Declaration, Developer reserved the right to amend the Declaration in order to remove real property that it owns from the terms of the Declaration. Developer is the owner of that certain real property more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference, which real property was included as part of the Property prior to the execution and recording of this Amendment. Pursuant to the terms of the

Declaration, upon the execution and recording of this Amendment in the Public Records of Collier Beach County, Florida, Developer does hereby declare and confirm that the real property described in **Exhibit "A"**, which was previously included as part of the Property and subject to the purview of the Declaration, shall be removed from the effect and purview of the Declaration. The term "Property", as defined in the Declaration, shall be deemed amended to remove the real property described in **Exhibit "A"**, for all intents and purposes under the Declaration, including, without limitation, for purposes of establishing the definition of all other terms within the Declaration, the meaning of which are dependent, directly or indirectly, upon the definition of the term set forth below.

3. **Declaration Unmodified**. It is the express intention of the parties hereto that, except as changed and modified by this Amendment, each and every one of the terms and provisions of the Declaration shall remain in full force and effect as originally written. Accordingly, nothing contained in this Amendment shall be construed to alter, affect, or impair the charge or encumbrance, or otherwise diminish the operation or effect of those terms and provisions of the Declaration that were not expressly and specifically changed, amended, and modified hereby.

4. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESSES WHEREOF, this Amendment has been executed by the parties hereto in the manner and form sufficient to bind them as of the date and year first above written.

WITNESSES:

Signature of First Witness

Print Name of First Witness

Signature of Second Witness

Print Name of Second Witness

PULTE HOME COMPANY, LLC, a Michigan limited liability company, as successor by conversion of **PULTE HOME CORPORATION**, Michigan corporation

By: _____
Name: Scott Brooks
Title: Director of Land Development

STATE OF FLORIDA)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 21st day of December, 2022, by Scott Brooks as Director of Land Development of PULTE HOME COMPANY, LLC, a Michigan limited liability company, as successor by conversion to PULTE HOME CORPORATION, a Michigan corporation, on behalf of said limited liability company. He [✓] is personally known to me or [ ] has produced _____ as identification.

(SEAL)

CRISTOBAL REYES
MY COMMISSION # HH 036882
EXPIRES: August 26, 2024
Bonded Thru Notary Public Underwriters

Notary Public
Name: Cristobal Reyes
(Type or Print)
My Commission Expires: _____

EXHIBIT "A"

Legal Description of Right of Way Parcels

Tracts W-1 and W-2, Terreno at Valencia Golf and Country Club - Phase 1, according to the plat thereof, as recorded in Plat Book 71, Pages 43 through 70, of the Public Records of Collier County, Florida.

And

Tract V, Terreno at Valencia Golf and Country Club – Phase 1, according to the plat thereof, as recorded in Plat Book 71, Pages 43 through 70, inclusive, of the Public Records of Collier County, Florida.

And

A 17.00 FOOT WIDE STRIP OF LAND LYING IN SECTION 24, TOWNSHIP 48 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESSCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 48 SOUTH, RANGE 27 EAST, THENCE SOUTH 89°35'33" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, FOR 1518.89 FEET; THENCE SOUTH 00°24'27" EAST, FOR 50.00 FEET TO THE SOUTH RIGHT-OF-WAY OF OIL WELL ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 00°24'27" EAST FOR 17.00 FEET; THENCE NORTH 89°35'33" EAST FOR 245.59 FEET; THENCE NORTH 00°00'56" EAST FOR 17.00 FEET; THENCE SOUTH 89°35'33" WEST FOR 245.68 FEET TO THE POINT OF BEGINNING.