

This instrument was prepared by  
and After Recording Return to:  
Steven M. Falk, Esq.,  
Roetzel & Andress, LPA  
850 Park Shore Drive  
Naples, Florida 34103  
(239) 649-6200

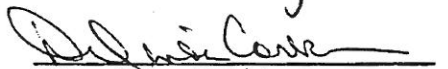
**FIRST AMENDMENT TO AMENDED AND RESTATED DEL WEBB NAPLES  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT is executed by PULTE HOME CORPORATION, a Michigan corporation authorized to do business in the State of Florida ("Del Webb Naples Developer"). WHEREAS, Del Webb Naples Developer recorded an Amended and Restated Del Webb Naples Declaration of Covenants, Conditions and Restrictions in Official Records Book 4621, at Page 202, et. seq., of the Public Records of Collier County, Florida ("Del Webb Naples Declaration") and Del Webb Naples Developer retained in Article XVII, Section 6 thereof the right to unilaterally amend the Del Webb Naples Declaration prior to the Del Webb Naples Turnover Date. The Del Webb Naples Turnover Date has not transpired. NOW THEREFORE, Del Webb Naples Developer does hereby amend the Del Webb Naples Declaration as set forth in Exhibit "A" attached hereto.

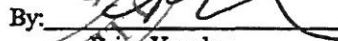
IN WITNESS WHEREOF, the Del Webb Naples Developer has executed this Amendment effective as of the day and year written below.

Witnesses:

  
Witness Name: Kelley Curtis

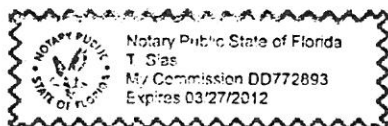
  
Witness Name: Delinda Corbin

**PULTE HOME CORPORATION,**  
a Michigan corporation authorized to do business  
in the State of Florida

By:   
Brian Yonaley  
Vice President - Finance,  
South Florida Division

STATE OF FLORIDA       )  
COUNTY OF LEE        )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of March, 2011, by Brian Yonaley, Vice President - Finance, South Florida Division, for Pulte Home Corporation, a Michigan corporation authorized to do business in the State of Florida, on behalf of said corporation. He is personally known to me.



NOTARY PUBLIC  
Name: T. Sias  
(type or print)  
My Commission Expires: 3/27/2012

EXHIBIT "A"

AMENDMENT TO AMENDED AND RESTATED DEL WEBB NAPLES  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Additional language indicated by underlining.

Deleted language indicated by ~~hyphens~~.

The 4<sup>th</sup>, 8<sup>th</sup> and 12<sup>th</sup> paragraphs of Article III, Property Rights are amended as follows:

ARTICLE III

Property Rights

[paragraphs 1-3 not amended]

A "Charter Golf Member" is a Del Webb Naples Owner ~~that~~ acquired title to a Parcel with an appurtenant golf membership no later than ~~December 31~~November 30, 2010, but shall not include a subsequent Del Webb Naples Owner of such Parcel. ~~Such Del Webb Naples Owner shall no longer remain a Charter Golf Member upon conveyance of the appurtenant Parcel, unless the Charter Golf Member assigns the golf membership to another Parcel owned by such Charter Golf Member.~~

[paragraphs 5-7 not amended]

A Del Webb Naples Owner (but not one who owns a Parcel in Del Webb Naples Phase II) as of the time this Del Webb Naples Declaration is recorded in the Public Records of Collier County, Florida, shall continue to possess the existing easement and right to use the Golf Facilities which is appurtenant to and shall pass with title to the Parcel and shall be considered a Golf Member. However, such Del Webb Naples Owner may execute an instrument which is recorded in the Public Records of Collier County, Florida relinquishing such appurtenant easement, use rights and golf membership. The relinquishment of the appurtenant easement, use rights and golf membership shall not prevent that Del Webb Naples Owner from subsequently obtaining an appurtenant golf membership as provided in the Del Webb Naples Rules and Regulations. Only those Del Webb Naples Owners (but not those who own a Parcel in Del Webb Naples Phase II) as of the time this Del Webb Naples Declaration is recorded in the Public Records of Collier County, Florida, may relinquish an appurtenant golf membership without assigning such golf membership to another Parcel. A relinquishment of an appurtenant golf membership must occur no later than ~~December 31~~November 30, 2010. A golf membership that is relinquished shall automatically revert to Del Webb Naples Developer.

[paragraphs 9-11 not amended]

The easement and right to use the Club Facilities and the Golf ~~Facilities Members~~ (depending upon the type of membership) shall extend to the members of the Del Webb Naples Owner's "immediate family". "Immediate family", for purposes of determining such easement and use rights, shall be defined to include and be limited to the Del Webb Naples Owner of a Parcel, his or her spouse (if any) residing

within the Unit, and any children under the age of 21 years old who reside with the Del Webb Naples Owner in the Unit, or in the case of child who is a college or university student, who resides in the Unit as part of the "immediate family" on a full time basis during times when the child is not attending classes in the college or university. If a Del Webb Naples Owner is an entity or more than one (1) individual (other than husband and wife), the Del Webb Naples Board of Directors may restrict access to the Club Facilities and the Golf Facilities (as the case may be) to one (1) immediate family or two (2) individuals residing in the Unit as a single housekeeping unit (and their children under the age of 21 years old who reside with the Del Webb Naples Owner in the Unit, or in the case of a child who is a college or university student, who resides in the Unit as part of the "immediate family" on a full time basis during times when the child is not attending classes in the college or university), as designated by the directors, partners, managing members, or trustees of a Del Webb Naples Owner that is an entity, or by the multiple individuals who are Del Webb Naples Owner(s). The ability of Del Webb Naples Owners to change the designees shall be restricted by the Del Webb Naples Board of Directors, but in no event shall the Del Webb Naples Board of Directors permit more than 4 re-designations per calendar year. Upon any change in the designees the Del Webb Naples Community Association may impose a re-designation fee in an amount determined by the Del Webb Naples Board of Directors from time to time, up to a maximum of ten percent (10%) of the total annual Del Webb Naples Assessments for that Parcel for the year of change. A re-designation fee shall be deemed a Del Webb Naples Community Association User Assessment in accordance with Article XI, Section 5 herein.

