

Prepared by and Return to:
Karen Wonsetler, Esq.
Karen Wonsetler, P.A.
717 North Magnolia Ave.
Orlando, FL 32803

*Cross Reference to A & R Declaration
recorded in ORB 6268 Page 629,*

Osceola County, Florida

**1st AMENDMENT TO COMMUNITY DECLARATION FOR
BRIDGEWALK**

THIS FIRST AMENDMENT TO AMENDED & RESTATED DECLARATION FOR BRIDGEWALK (the “**Amendment**”) is made on this 2nd day of January, 2024, by **STANDARD PACIFIC OF FLORIDA GP, INC.**, a Delaware corporation, its successors and/or assigns (the “**Declarant**”) and acknowledged by **BRIDGEWALK HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “**Association**”).

RECITALS:

WHEREAS, the Declarant recorded the original Declaration of Covenants, Conditions, Easements and Restrictions on February 15, 2022, in Official Records Book 5891, Page 604, and then thereafter the Amended & Restated Declaration for Bridgewalk, recorded in Book 6268, Pages 629 (the “**Declaration**”), as may be amended and supplemented hereafter and thereafter, collectively herein as the “**Declaration.**”

WHEREAS, pursuant to *Section 20.1* of the Declaration, the Declarant may amend the Declaration prior to the Turnover Date with the acknowledgment and joinder of the Association.

WHEREAS, the Turnover Date has not yet occurred, and the Association does by this Certificate acknowledge and join in favor of the amendatory provisions set forth herein.

NOW THEREFORE, the Declarant hereby amends the Declaration as follows:

1. The recitations set forth herein are true and correct and are incorporated herein by reference. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.
2. In the event there is a conflict between this Amendment and the Declaration this Amendment shall control. Whenever possible, this Amendment and the Declaration shall

be construed as a single document. Except as modified expressly herein, the Declaration shall remain in full force and effect.

3. **Section 8.4.6** of the Amended & Restated Declaration is hereby AMENDED as follows [Note that UNDERSCORE indicates text added to the Declaration]:

8.4.6 Association's Responsibility Regarding Initial Irrigation Installation; Owner's Obligation to Irrigate Residential Lot and Portion of Common Area Served by the Lot's Irrigation System.

The Association shall maintain and repair all irrigation located upon the Common Area. Should an Owner or an Owner's member of household, guest, tenant or invitee cause any damage to or interfere with the Common Area irrigation system, then all costs to repair, restore or replace shall be at the Owner's sole expense in the form of an Individual Assessment collectible via lien rights against the Owner's property.

Each Single-Family Lot shall be required to have an automated lawn irrigation system controlled by an Owner owned meter with timer function.

The Townhome area's irrigation operates on an open loop system and these Townhome loop systems are operated and controlled by one Association owned meter which services multiple Townhome locations. No Owner shall have the right to access, modify or interfere with the Association's operation of the Townhome irrigation system or meter box. Should an Owner or an Owner's member of household, guest, tenant or invitee cause any damage to or interfere with the Townhome irrigation system, then all costs to repair, restore or replace shall be at the Owner's sole expense in the form of an Individual Assessment collectible via lien rights against the Owner's property.

Regarding Single Family Lots, the Association shall not be responsible for irrigation to the landscaped areas or the irrigation system within the Lot, including repair and replacement of damaged piping, valves, sprinkler heads or other components of the irrigation system within any Owner's Lot. The Owner of each Lot shall be responsible for irrigation to such Owner's Lot and for any repair and replacement of the landscaped areas and irrigation systems. In the event landscaped areas and irrigation systems are not repaired and replaced by the Owner of the Lot, the Association may, but shall not be obligated to, repair and replace such landscaped areas and irrigation systems on behalf of the Owner. The costs and expenses of such repairs and replacements shall be assessed against the respective Lot as an Individual Assessment. Notwithstanding the Owner's responsibility for irrigation of the landscaped areas within such Owner's Lot, and for the repairs and replacement of such irrigation systems, the Association shall have access to control boxes and/or devices used in connection with any irrigation system that may be installed within any Owners' Lot and Owners are not permitted to place locks on any control boxes or block access to such control boxes. Owners shall allow access to all boxes located on the exterior of the home or within the homes garage. The Association shall provide at least 24 hours' notice prior to needing access to irrigation boxes located within an Owner's garage. Irrigation control boxes shall be readily accessible to the Association so that lawn and landscaping services can be carried out by the Association on each Lot.

Owners of Single-Family Lots shall also be responsible for watering, irrigation, and landscaping of that portion of the right-of-way immediately adjacent to their Lot between the sidewalk and road. Notwithstanding any provision to the contrary, the obligation of the Single-Family Lot owner shall include the Owner's obligation to maintain, repair and replace any tree bubbler located in the front

elevation of the Lot which was originally installed by Declarant to be fed from the Owner's original irrigation system servicing the entire Lot and connected to an individual control box. The Single-Family Lot Owners shall not disconnect the irrigation system or tree bubblers from their overall Lot's irrigation system. Should an Owner or an Owner's member of household, guest, tenant or invitee cause any damage to or interfere with the originally Declarant installed irrigation system [other than for bona fide repairs, maintenance or replacement with like kind replacement], then all costs to repair, restore or replace shall be at the Owner's sole expense in the form of an Individual Assessment collectible via lien rights against the Owner's property.

4. **Ratification.** The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended, above, all terms and provisions of the Declaration are hereby ratified, confirmed and shall remain unchanged and in full force and effect in its entirety.

5. **Severability.** In the event one or more, but not all, of the above provisions of this Amendment are deemed illegal, improper or unenforceable by a court of competent jurisdiction, all unaffected and remaining Sections of the Amendment shall survive, continuing in full force and effect.

6. **Covenants.** This Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in the County.

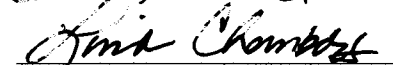
IN WITNESS WHEREOF, Declarant has executed this Declaration as of the Effective Date.

Signed, sealed and delivered in the presence of: **DECLARANT:**

STANDARD PACIFIC OF FLORIDA GP, INC., a Delaware corporation



Print Name: Michelle Barr
6675 Westwood Blvd, 5th Fl
Orlando, FL 32821



Print Name: Amir Choudhry
6675 Westwood Blvd, 5th Fl
Orlando, FL 32821

By: 

Name: MARK McDONALD

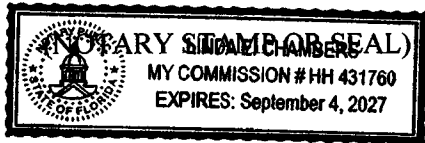
Title: VICE PRESIDENT

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22nd day of January, 2024, by MaDe McDaniel as Vice President of **STANDARD PACIFIC OF FLORIDA GP, INC.**, a Delaware corporation, on behalf of the company. Said person (check one) is personally known to me, produced _____ as identification.



Linda E. Chambers
Name: LINDA E. CHAMBERS

Title: Notary Public


My Commission Expires: 9-4-27


ACKNOWLEDGEMENT AND JOINDER

BRIDGEWALK HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, (the "Association") does hereby acknowledge and join in this **FIRST AMENDMENT TO THE AMENDED & RESTATED DECLARATION FOR BRIDGEWALK** (the "Amendment"), to which this Acknowledgment and Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this acknowledgment and joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provide in the Amendment.

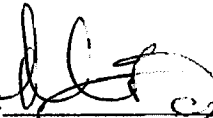
IN WITNESS WHEREOF, the undersigned has executed this Acknowledgement and Joinder on this 22nd day of January, 2024.

WITNESSES:


Print Name: ZACHARY MASTERS
6675 Westwood Blvd, 5th floor
& Orlando, FL 32821

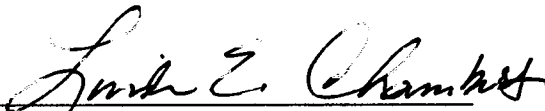

Print Name: LINDA CHAMBERS
6675 Westwood Blvd, 5th floor
Orlando, FL 32821

BRIDGEWALK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation
"Association"

By:  [Seal]
Name: Michelle Barr
Title: President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 22nd day of January, 2024, by means of physical presence or online notarization, by Michelle Barr [name], as the President [title] of **BRIDGEWALK HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the company. He/She is personally known to me or () has produced _____ as identification.


Notary Public, State of Florida
My commission expires: 9-4-27

NOTARY SEAL:

