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COMMUNITY DECLARATION  
FOR  
BRADLEY CREEK

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Exhibits

Exhibit 1 - Legal Description

Exhibit 2 - Articles of Incorporation

Exhibit 3 - Bylaws

Exhibit 4 – Permit

# COMMUNITY DECLARATION

FOR

BRADLEY CREEK

THIS COMMUNITY DECLARATION FOR BRADLEY CREEK (this “Declaration”) is made this 16th day of May, 2022, by PULTE HOME COMPANY, LLC, a Michigan limited liability company authorized to transact business in the State of Florida (the “Declarant”) and joined in by BRADLEY CREEK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

## RECITALS

- A. Declarant is the owner of the real property located in Clay County, Florida, more particularly described on Exhibit 1 attached hereto and incorporated herein by reference (“BRADLEY CREEK”).
- B. Declarant hereby desires to subject BRADLEY CREEK and all right, title and interest of Declarant in BRADLEY CREEK to the covenants, conditions and restrictions contained in this Declaration.
- C. This Declaration is a covenant running with all of the land comprising BRADLEY CREEK, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, the Declarant hereby declares that every portion of BRADLEY CREEK is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.
2. Definitions. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

“Access and Maintenance Easement” shall mean any easement in BRADLEY CREEK dedicated, granted or reserved for access, maintenance or similar purposes on the Plat or by other recorded instrument.

“ARC” shall mean the Architectural Review Committee for BRADLEY CREEK established pursuant to Section 19.1 hereof.

“Architectural Guidelines” shall mean the architectural guidelines, specifications and/or other standards, if any, set forth in this Declaration, or separately established by the Declarant or the ARC pursuant to Section 19.5 hereof.

“Articles” shall mean the Articles of Incorporation of the Association filed with the Florida Secretary of State in the form attached hereto as Exhibit 2 and made a part hereof, as amended from time to time.

“Assessments” shall mean any assessments made in accordance with this Declaration and as further defined in Section 17.1 hereof.

“Association” shall mean BRADLEY CREEK HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

“Association Indemnified Parties” shall mean the Association and its officers, directors, managers, agents, employees, affiliates and attorneys and their respective successors and assigns.

“Association Walls/Fences” and “Association Wall/Fence Easement” shall have the meanings set forth in Section 10.9 hereof.

“Board” shall mean the Board of Directors of the Association.

“BRADLEY CREEK” shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

“Builder” means any person or entity, including Declarant, who purchases or owns one (1) or more Lots for the purpose of constructing a Home for later sale to consumers in the ordinary course of such person's or entity's business.

“Bylaws” shall mean the Bylaws of the Association in the form attached hereto as Exhibit 3 and made a part hereof as amended from time to time.

“Common Areas” shall mean all real property interests and personalty within BRADLEY CREEK designated as Common Areas from time to time by the Declarant, by this Declaration, by the Plat or by recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within BRADLEY CREEK. The Common Areas shall include the SWMS (as defined herein) and may include, without limitation, the Recreational Facilities, Access and Maintenance Easements, Drainage Swale Easements, Association Walls/Fences, Conservation Easement Property and Private Drainage Easements (as defined herein), entrance features, buffer or landscaped areas, open space areas, internal buffers, perimeter buffers, retaining walls, retaining easement areas owned by others, public rights of way, Retention Areas, open space areas, parking spaces and facilities located within Common Area Tracts or public rights of way within or adjacent to BRADLEY CREEK, irrigation facilities, sidewalks, street lights and commonly used utility facilities. Additional terms and conditions with respect to Common Areas are set forth in Section 9 below. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF “COMMON AREAS” AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT’S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE

COMMON AREAS OR RECREATIONAL FACILITIES TO BE CONSTRUCTED BY DECLARANT OR TO BE OWNED OR OPERATED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION.

“Community Completion Date” shall mean the date upon which all Homes in BRADLEY CREEK, as ultimately planned and as fully developed, have been conveyed by Declarant to Owners.

“Conservation Easement or Conservation Easements” shall have the meaning set forth in Section 27.1 hereof.

“Conservation Easement Property” shall have the meaning set forth in Section 27.1 hereof.

“Contractors” shall have the meaning set forth in Section 19.12.2 hereof.

“County” shall mean Clay County, Florida.

“Declaration” shall mean this COMMUNITY DECLARATION FOR BRADLEY CREEK, together with all amendments and modifications thereof and supplements thereto.

“Declarant” shall mean PULTE HOME COMPANY, LLC, a Michigan limited liability company (the “Declarant”), or its successor or assign who has or takes title to any portion of the property described in Exhibit 1 for development and/or sale and who is designated as Declarant in a recorded instrument which the immediately preceding Declarant executes. Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all, Declarant rights and/or obligations, the assignee shall not be deemed the Declarant, but may exercise those rights or shall be responsible for those obligations of Declarant assigned to it. Additionally, any partial assignee that does not assume all of the obligations of Declarant shall not be deemed the Declarant.

“Declarant Indemnified Parties” shall mean the Declarant and its officers, directors, partners, agents, employees, affiliates and attorneys and their respective successors and assigns.

“Drainage Swale” and “Drainage Swale Easement” shall have the meanings set forth in Section 15.13 hereof.

“Electronic Transmission” shall mean any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, without limitation, telegrams, facsimile transmissions and text that is sent via electronic mail between computers. Electronic Transmission may be used to communicate with only those Members of the Association who consent in writing to receiving notice by Electronic Transmission. Consent by a Member to receive notice by Electronic Transmission shall be revocable by the Member only by written notice to the Board.