

PREPARED BY AND RETURN TO:

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Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32801

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

SUPPLEMENTAL DECLARATION
AND FIFTH AMENDMENT
TO
COMMUNITY DECLARATION
FOR DEL WEBB BEXLEY
(PHASE 3)

THIS SUPPLEMENTAL DECLARATION AND FIFTH AMENDMENT TO COMMUNITY DECLARATION FOR DEL WEBB BEXLEY (PHASE 3) (the “Supplemental Declaration”) is made as of February 20, 2020, 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 DEL WEBB BEXLEY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the “Association”) and NNP-BEXLEY, LLC, a Florida limited liability company (“Founder”).

W I T N E S S E T H:

WHEREAS, Declarant, with the joinders of the Association and Founder, entered into that certain Community Declaration for Del Webb Bexley recorded August 17, 2018 in Official Records Book 9774, Page 2623, as amended by that certain First Amendment to Community Declaration for Del Webb Bexley (Declaring Additional Easements) recorded November 8, 2018 in Official Records Book 9815, Page 3107, as further amended by that certain Second Amendment to Community Declaration for Del Webb Bexley recorded November 26, 2018 in Official Records Book 9821, Page 2967, and that certain Third Amendment to Community Declaration for Del Webb Bexley recorded February 21, 2019 in Official Records Book 9862, Page 717, and as supplemented and amended by that certain Supplemental Declaration and Fourth Amendment to Community Declaration for Del Webb Bexley recorded June 27, 2019 in Official Records Book 9929, Page 1953, all of the Public Records of Pasco County, Florida (collectively, the “Declaration”); and

WHEREAS, unless otherwise defined in this Supplemental Declaration, capitalized terms used herein shall have the meanings and definitions set forth in the Declaration; and

WHEREAS, Declarant is the fee simple owner of certain property located in Pasco County, Florida which is contiguous to the Phase 2 Property and more particularly described on Exhibit “1” attached hereto and which Declarant intends to develop as Phase 3 of DEL WEBB BEXLEY (such property being hereinafter described as the “Phase 3 Property”); and

WHEREAS, Section 5.1 of the Declaration provides that prior to the Community Completion Date, additional lands may be made part of DEL WEBB BEXLEY by Declarant and that such additional lands shall be brought within the provisions and applicability of the Declaration by the recording of a Supplemental Declaration to the Declaration in the Public Records; and

WHEREAS, Section 5.1 of the Declaration further provides that, except for applicable governmental approvals (if any) and the consent of Founder if such annexed additional lands are not part of the Additional Property, no other consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners or any Lenders); and

WHEREAS, the Community Completion Date has not yet occurred; and

WHEREAS, the Declarant has obtained all applicable governmental approvals required for the Phase 3 Property to be made part of DEL WEBB BEXLEY and brought within the provisions and applicability of the Declaration; and

WHEREAS, the Phase 3 Property is part of the Additional Property and therefore the consent of Founder to this Supplemental Declaration annexing to Phase 3 Property as part of DEL WEBB BEXLEY is not required; and

WHEREAS, Declarant, as evidenced by its execution hereof, wishes and does hereby submit the Phase 3 Property as part of DEL WEBB BEXLEY and brings the Phase 3 Property within the provisions and applicability of the Declaration; and

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; and

WHEREAS, Section 4.6 of the Declaration provides that all amendments to the Declaration must be approved by Founder pursuant to Section 28 of the Declaration; and

WHEREAS, the Turnover has not yet occurred; and

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; and

WHEREAS, Declarant is desirous of executing and recording this Supplemental Declaration to (i) amend and restate the description of the Additional Property attached as Exhibit 5 to the Declaration, (ii) add additional definitions for the Phase 3 Property and Phase 3 Plat to the Declaration and (iii) amendment of portions of Sub-Sections 28.14.2 and 28.14.3 of the Declaration to modify certain disclosures regarding the Founder's Post Closing Agreement as a result of Declarant's acquisition of the Phase 3 Property from Founder and the amendment of the Founder's Post Closing Agreement in connection with same, all as more particularly set forth hereinbelow; and

WHEREAS, Founder desires to join in the execution of this Supplemental Declaration to confirm its approval of and consent to same; and

WHEREAS, the Association desires to join in the execution of this Supplemental Declaration to confirm its consent to, approval of and agreement to be bound by same.

NOW, THEREFORE, for and in consideration of these premises, the mutual covenants contained in this Supplemental Declaration, Declarant hereby supplements and amends the Declaration, and the Association and Founder hereby join in and consent to this Supplemental Declaration, as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Ratification of Declaration**. The Declarant hereby ratifies and affirms the provisions and applicability of the Declaration.

3. **Annexation of Phase 3 Property**. Pursuant to Section 5.1 of the Declaration, the Phase 3 Property is hereby annexed into and made a part of DEL WEBB BEXLEY and subjected to the covenants, conditions and restrictions of the Declaration. The Phase 3 Property shall be held, occupied, sold and conveyed subject to the Declaration, which is for the purpose of enhancing and protecting the value, desirability and attractiveness of DEL WEBB BEXLEY (including the Phase 3 Property) and which shall run with the title to DEL WEBB BEXLEY (including the Phase 3 Property).

4. **Modification of Description of Additional Property on Exhibit 5 to the Declaration**. The description of the Additional Property attached as Exhibit 5 to the Declaration is hereby deleted in its entirety and replaced with the description of the Additional Property attached as Exhibit 5 to this Supplemental Declaration.

5. **Additional Definitions**. The following additional definitions are hereby added to Section 2 of the Declaration:

“**Phase 3 Plat**” shall mean any recorded subdivision plat of any part or all of the Phase 3 Property.

“**Phase 3 Property**” shall have the meaning set forth in the Supplemental Declaration and Fifth Amendment to the Declaration.

6. **Amendment of Sub-Sections 28.14.2 and 28.14.3**. Sub-Sections 28.14.2 and 28.14.3 of the Declaration are hereby amended to read as follows (additions are double-underlined, and deletions, if any, are ~~stricken through~~):

“**28.14.2 Drainage Easement**. Pursuant to Paragraph 2(b) of the Founder Post Closing Agreement, Declarant granted to Founder, for the benefit of the Additional Property, a non-exclusive drainage easement (the “**Additional Property Drainage Easement**”) over, under, across and through the Phase 1 Property, and Phase 2 Property and Phase 3 Property. Upon recording of the Phase

1 Plat, ~~and~~ Phase 2 Plat ~~and~~ Phase 3 Plat, the Additional Property Drainage Easement shall be over only those portions of the Phase 1 Property, ~~and~~ Phase 2 Property ~~and~~ Phase 3 Property constituting drainage areas which serve to provide drainage to the Additional Property (together the “**Additional Property Drainage Easement Areas**”). The Additional Property Drainage Easement shall automatically terminate upon the grant or dedication of public drainage easement(s) contiguous to the Additional Property which provide equivalent rights enabling the Additional Property to be served by public drainage.

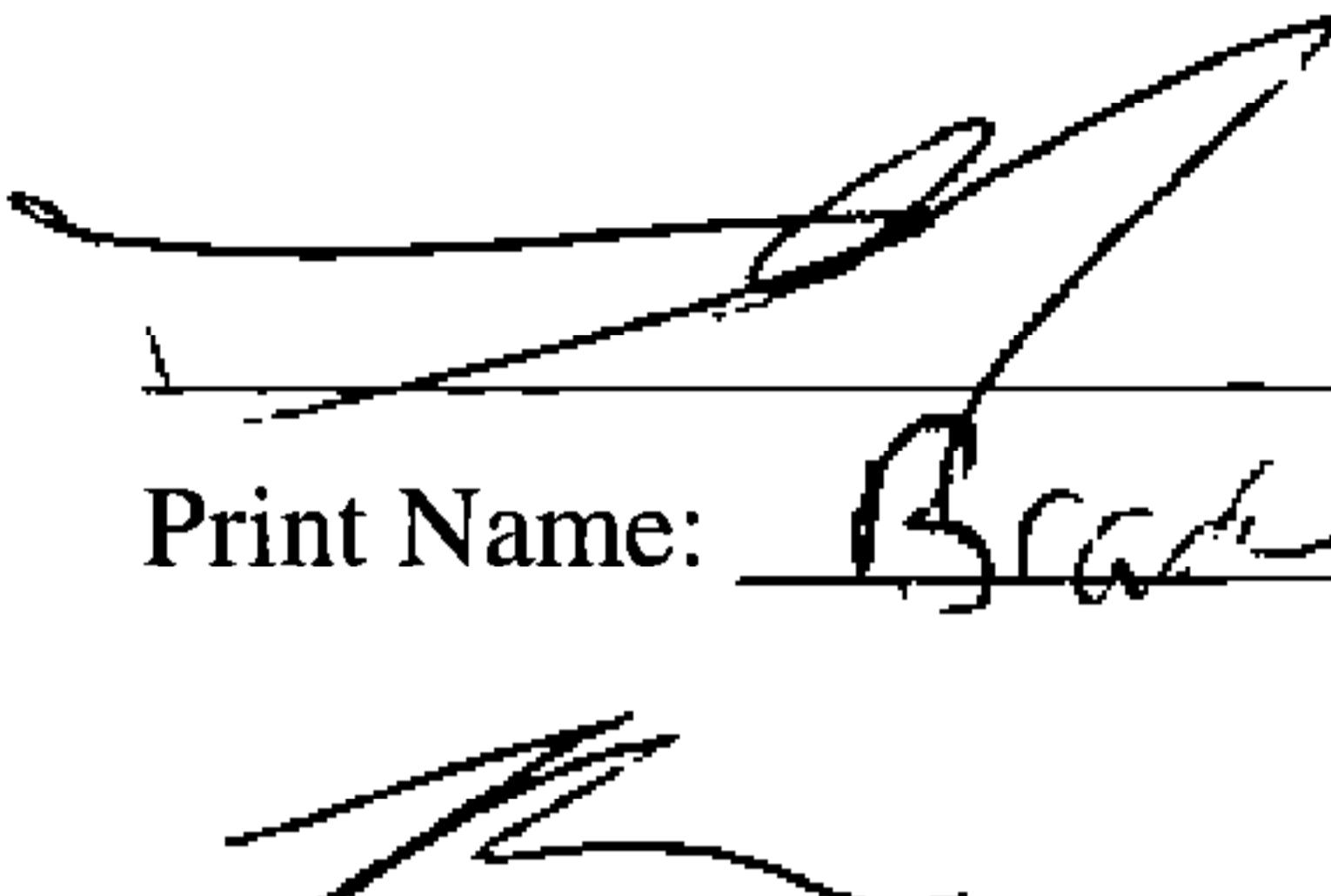
28.14.3 Maintenance of Easement Areas. Paragraph 2(d) of the Founder Post Closing Agreement provides that Declarant will maintain the Additional Property Access and Utility Easement Area and Additional Property Drainage Easement Areas owned by it in good condition and repair in compliance with all Applicable Laws, as defined in the Founder Post Closing Agreement. The Additional Property Access and Utility Easement Area constitutes Common Area under this Declaration. Accordingly, Declarant hereby assigns to the Association, and the Association, by its joinder in this Declaration, hereby accepts, assumes and agrees to perform, all duties and obligations to maintain the Additional Property Access and Utility Easement Area in accordance with the Founder Post Closing Agreement. The Additional Property Drainage Easement Areas within the Phase 1 Plat, ~~and~~ Phase 2 Plat ~~and~~ Phase 3 Plat will be dedicated to the CDD by the Phase 1 Plat, ~~and~~ Phase 2 Plat ~~and~~ Phase 3 Plat and shall be maintained by the CDD in accordance with the CDD Documents.”

7. Effect of Supplemental Declaration. Except as herein specifically supplemented and amended, the Declaration shall remain in full force and effect in accordance with its terms. The Declaration, as supplemented and amended by this Supplemental Declaration, shall be binding upon and inure to the benefit of all parties having any right, title or interest in DEL WEBB BEXLEY (including the Phase 3 Property) or any portion thereof, and their respective heirs, administrators, personal representatives, successors and assigns.

[Signatures on the Following Pages]

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

WITNESSES:



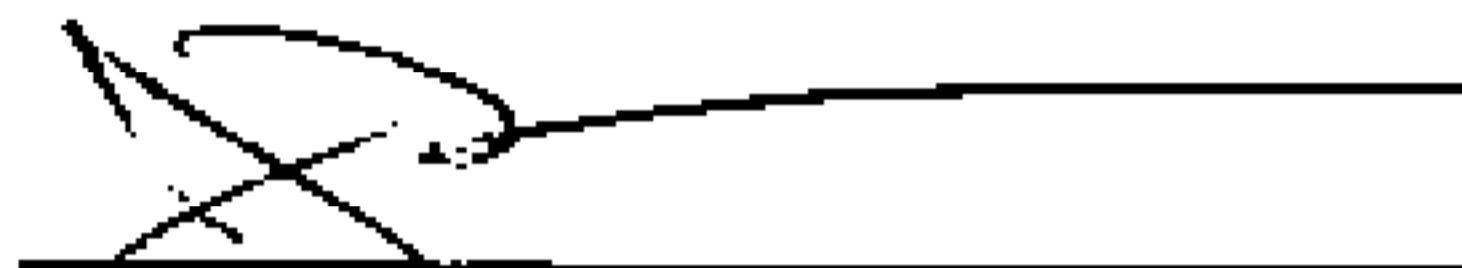
Print Name: Barry Latern



Print Name: Brian J. Mulheren

“DECLARANT”

PULTE HOME COMPANY, LLC, a Michigan limited liability company

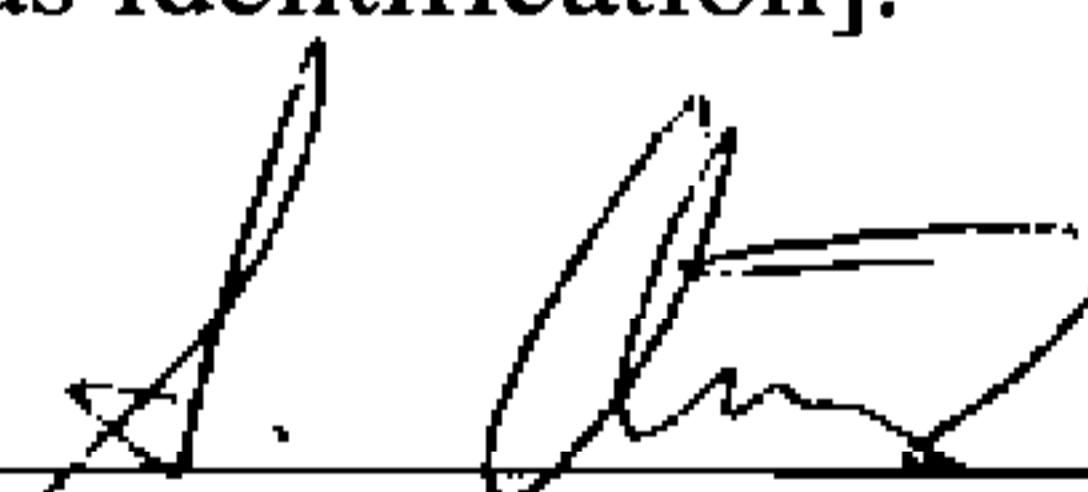
By: 
 Print Name: Jeffrey L. Pearson
 Title: Vice President

Address: 2662 S. Falkenburg Rd.
 Riverview, FL, 33578

STATE OF FLORIDA
 COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27 day of February, 2020, by Jeff Pearson, as Vice President of **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, on behalf of the company. He/She [is personally known to me] or [has produced _____ as identification].

[NOTARY SEAL]

Notary Public Signature
 Notary Public, State of Florida
 Commission No.: G6,218476
 My Commission Expires: 21 S 23

JOINDER OF THE ASSOCIATION

DEL WEBB BEXLEY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the “Association”), does hereby join in and consent to the Supplemental Declaration to which this Joinder is attached, and agrees and acknowledges that 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 20 day of February, 2020.

WITNESSES:

“ASSOCIATION”

DEL WEBB BEXLEY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

Print Name: Brian J. Mulheran
Carl Lefevre
 Print Name: Carl Underwood

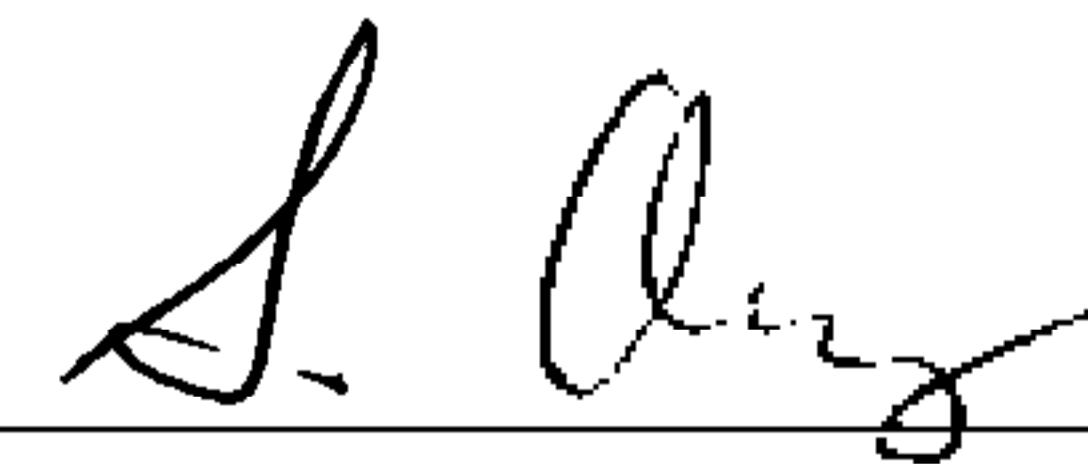
By: 
 Print Name: Brady Lefevre
 Title: President

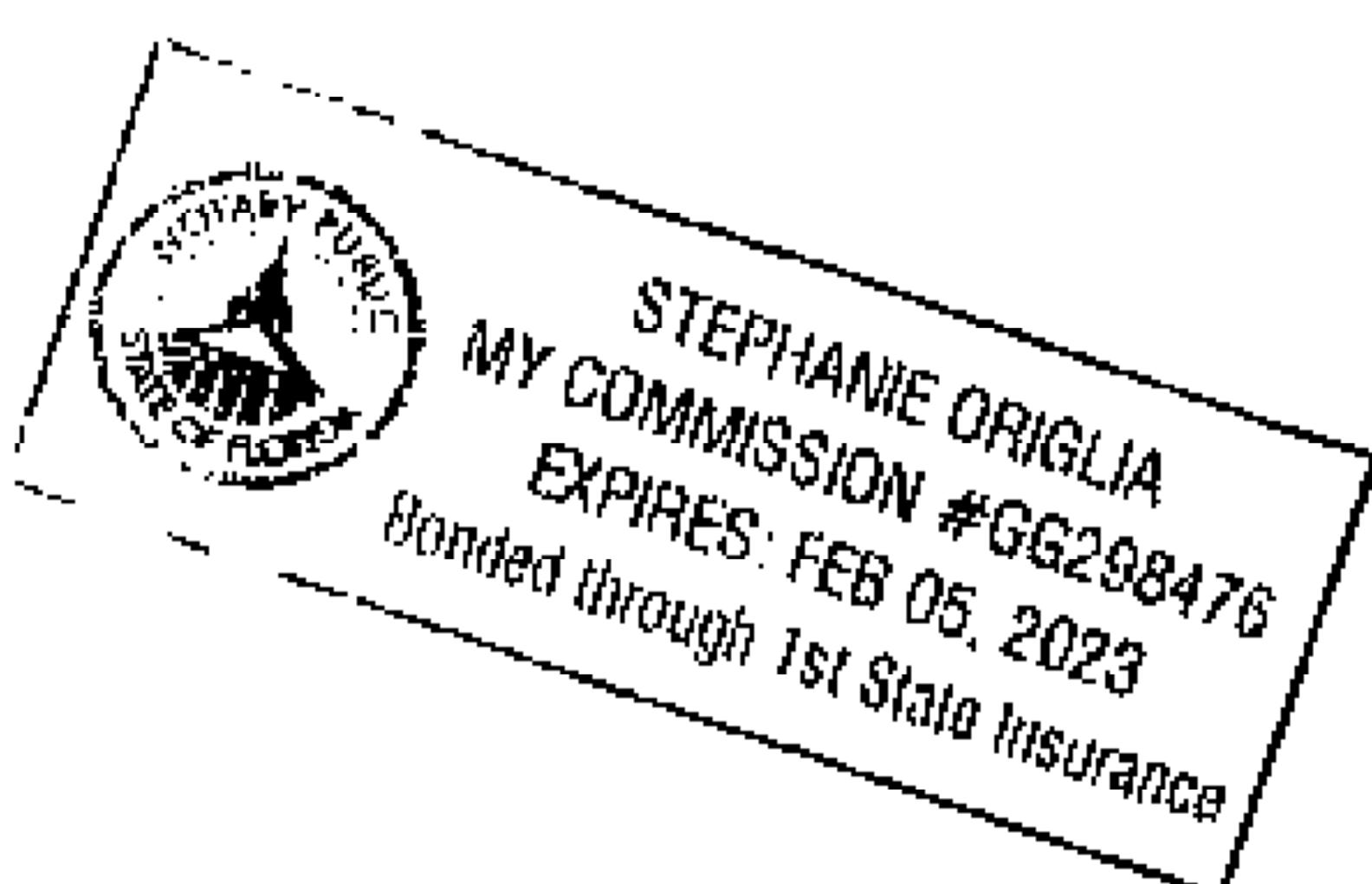
{CORPORATE SEAL}

STATE OF FLORIDA)
 COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of February, 2020, by Brady Lefevre, as President of **DEL WEBB BEXLEY COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He/She [is personally known to me] or [has produced _____ as identification].

[NOTARY SEAL]


 Notary Public Signature
 Notary Public, State of Florida
 Commission No.: GG 208476
 My Commission Expires: 2/5/23



JOINDER OF FOUNDER

The undersigned, **NNP-BEXLEY, LLC**, a Florida limited liability company, being the "Founder" under the "Bexley Residential Charter" (as those terms are defined in the Declaration), hereby joins in and consents to the Supplemental Declaration to which this Joinder is attached for the purpose of confirming Founder's review and approval of this Supplemental Declaration.

Signed, sealed and delivered
in the presence of the following witnesses:

NNP-BEXLEY, LLC, a Florida limited
liability company

Print Name: Kirsten Lycett

By: Aaron Baker

Print Name: Judy Joseph

Name: Aaron J. Baker

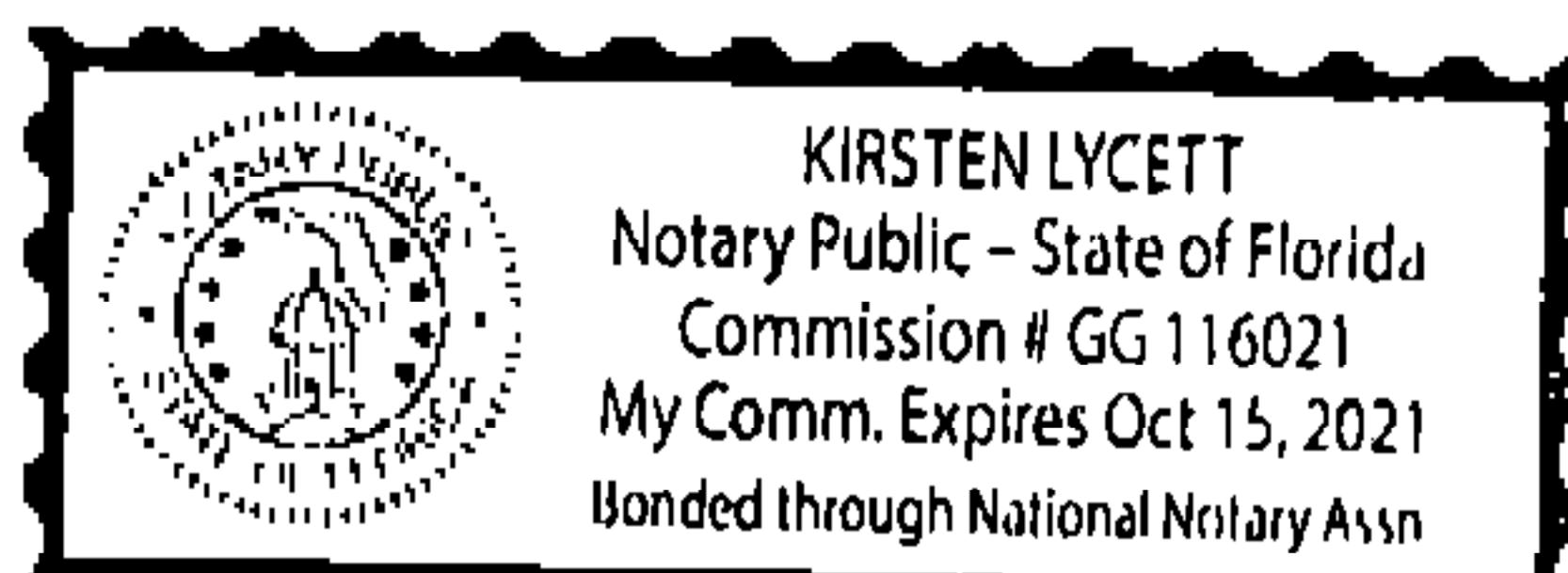
Title: Vice President

Address 777 S. Harbor Island Blvd.
 Suite 320
 Tampa, FL 33602

STATE OF FLORIDA
COUNTY OF Millsboro

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25 day of Feb 2020, 2020, by Aaron J. Baker, as Vice President of **NNP-BEXLEY, LLC**, a Florida limited liability company, on behalf of the company. He She is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



NOTARY SIGNATURE

Kirsten Lycett

PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: 66116021
My Commission Expires: 10.15.21

EXHIBIT "1"**(Legal Description of the Phase 3 Property)**

DESCRIPTION: A parcel of land lying in Sections 9 and 10, Township 26 South, Range 18 East, Pasco County, Florida and being more particularly described as follows:

COMMENCE at the Northeasterly corner of DEL WEBB BEXLEY PHASE 2, according to the plat thereof as recorded in Plat Book 80, Pages 128 through 138 inclusive, of the Public Records of Pasco County, Florida, for a **POINT OF BEGINNING**, run thence along the Northerly boundary of said DEL WEBB BEXLEY PHASE 2, the following eleven (11) courses: 1) S.60°37'08"W., 67.72 feet; 2) S.26°30'00"E., 64.63 feet; 3) S.18°18'00"E., 64.63 feet; 4) S.10°06'00"E., 64.63 feet; 5) S.04°51'15"E., 50.01 feet; 6) S.06°00'00"E., 100.00 feet; 7) S.84°00'00"W., 500.00 feet; 8) N.72°00'00"W., 772.65 feet; 9) S.80°00'00"W., 592.98 feet; 10) S.49°00'00"W., 655.11 feet; 11) S.57°45'00"W., 80.00 feet to the Westerlymost corner of said DEL WEBB BEXLEY PHASE 2, also being a point on the Northerly boundary of DEL WEBB BEXLEY PHASE 1, according to the plat thereof as recorded in Plat Book 77, Pages 116 through 130 inclusive, of the Public Records of Pasco County, Florida; thence along said Northerly boundary of DEL WEBB BEXLEY PHASE 1, continue S.57°45'00"W., 207.85 feet; thence N.42°00'00"W., 832.65 feet; thence N.02°00'00"E., 818.82 feet; thence S.80°00'00"E., 434.54 feet to a point on a curve; thence Northerly, 100.31 feet along the arc of a curve to the right having a radius of 460.00 feet and a central angle of 12°29'41" (chord bearing N.16°14'51"E., 100.12 feet); thence N.49°00'00"W., 122.00 feet; thence N.41°00'00"E., 59.00 feet; thence N.49°00'00"W., 68.50 feet; thence N.41°00'00"E., 62.00 feet; thence N.49°00'00"W., 31.50 feet; thence N.41°00'00"E., 177.00 feet; thence N.49°00'00"W., 50.00 feet; thence N.34°00'00"W., 390.26 feet; thence N.32°00'00"E., 808.11 feet to a point on a curve; thence Southeasterly, 1085.34 feet along the arc of a curve to the left having a radius of 1571.00 feet and a central angle of 39°35'00" (chord bearing S.52°12'30"E., 1063.88 feet) to a point of tangency; thence S.72°00'00"E., 275.00 feet to a point of curvature; thence Southeasterly, 1122.22 feet along the arc of a curve to the right having a radius of 1429.00 feet and a central angle of 44°59'43" (chord bearing S.49°30'08"E., 1093.60 feet) to a point of reverse curvature; thence Southeasterly, 740.19 feet along the arc of a curve to the left having a radius of 1571.00 feet and a central angle of 26°59'43" (chord bearing S.40°30'08"E., 733.36 feet) to the **POINT OF BEGINNING**.

EXHIBIT "5"**ADDITIONAL PROPERTY**

A parcel of land lying in Sections 9, 10, 15 and 16, Township 26 South, Range 18 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest Corner of said Section 15; Thence along the West boundary of said Section 15, N.00°17'40"E., a distance of 2708.68 feet; thence leaving said West Boundary, S.89°42'20"E., a distance of 200.00 feet to the POINT OF BEGINNING; thence N.00°17'40"E., a distance of 118.08 feet; thence Northerly, 1316.81 feet along the arc of a tangent curve to the left having a radius of 2200.00 feet and a central angle of 34°17'40" (chord bearing N.16°51'10"W., 1297.24 feet); thence N.34°00'00"W., a distance of 316.72 feet; thence Northwesterly, 488.69 feet along the arc of a tangent curve to the right having a radius of 2000.00 feet and a central angle of 14°00'00" (chord bearing N.27°00'00"W., 487.48 feet); thence N.20°00'00"W., a distance of 316.72 feet; thence Northwesterly, 1814.27 feet along the arc of a tangent curve to the left having a radius of 2200.00 feet and a central angle of 47°15'00" (chord bearing N.43°37'30"W., 1763.29 feet); thence N.22°45'00"E., a distance of 25.00 feet; thence N.02°00'00"W., a distance of 1730.04 feet; thence N.10°45'00"W., a distance of 752.72 feet; thence Northeasterly, 1106.69 feet along the arc of a non-tangent curve to the left having a radius of 1371.00 feet and a central angle of 46°15'00" (chord bearing N.56°07'30"E., 1076.89 feet); thence N.33°00'00"E., a distance of 298.39 feet; thence Northeasterly, 448.93 feet along the arc of a tangent curve to the right having a radius of 1429.00 feet and a central angle of 18°00'00" (chord bearing N.42°00'00"E., 447.09 feet); thence N.51°00'00"E., a distance of 109.14 feet; thence Easterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.84°00'00"E., 35.36 feet); thence S.39°00'00"E., a distance of 28.69 feet; thence Southeasterly, 546.26 feet along the arc of a tangent curve to the right having a radius of 1429.00 feet and a central angle of 21°54'08" (chord bearing S.28°02'56"E., 542.94 feet); thence Southeasterly, 1505.37 feet along the arc of a reverse curve to the left having a radius of 1571.00 feet and a central angle of 54°54'08" (chord bearing S.44°32'56"E., 1448.43 feet); thence S.72°00'00"E., a distance of 275.00 feet; thence Southeasterly, 1122.22 feet along the arc of a tangent curve to the right having a radius of 1429.00 feet and a central angle of 44°59'43" (chord bearing S.49°30'08"E., 1093.60 feet); thence Southeasterly, 740.19 feet along the arc of a reverse curve to the left having a radius of 1571.00 feet and a central angle of 26°59'43" (chord bearing S.40°30'08"E., 733.36 feet); thence Southeasterly, 1361.32 feet along the arc of a reverse curve to the right having a radius of 1429.00 feet and a central angle of 54°34'55" (chord bearing S.26°42'32"E., 1310.42 feet); thence S.00°34'55"W., a distance of 554.00 feet; thence Southwesterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.45°34'55"W., 35.36 feet); thence N.89°25'05"W., a distance of 174.00 feet; thence Southwesterly, 1319.35 feet along the arc of a tangent curve to the left having a radius of 1071.00 feet and a central angle of 70°34'55" (chord bearing S.55°17'28"W., 1237.50 feet); thence S.20°00'00"W., a distance of 1257.25 feet; thence Southwesterly, 1257.28 feet along the arc of a tangent curve to the right having a radius of 1429.00 feet and a central angle of 50°24'39" (chord bearing S.45°12'19"W., 1217.12 feet); thence S.70°24'39"W., a distance of 75.50 feet; thence Northwesterly, 67.12 feet along the arc of a tangent

curve to the right having a radius of 35.00 feet and a central angle of $109^{\circ}53'01''$ (chord bearing N. $54^{\circ}38'51''$ W., 57.30 feet) to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

All of the real property described as Del Webb Bexley Phase 1, according to the plat thereof recorded in Plat Book 77, Pages 116 through 130, inclusive, of the Public Records of Pasco County, Florida.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

All of the real property described as Del Webb Bexley Phase 2, according to the plat thereof recorded in Plat Book 80, Pages 128 through 138, inclusive, of the Public Records of Pasco County, Florida.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY (Phase 3 Property):

DESCRIPTION: A parcel of land lying in Sections 9 and 10, Township 26 South, Range 18 East, Pasco County, Florida and being more particularly described as follows:

COMMENCE at the Northeasterly corner of DEL WEBB BEXLEY PHASE 2, according to the plat thereof as recorded in Plat Book 80, Pages 128 through 138 inclusive, of the Public Records of Pasco County, Florida, for a POINT OF BEGINNING, run thence along the Northerly boundary of said DEL WEBB BEXLEY PHASE 2, the following eleven (11) courses: 1) S. $60^{\circ}37'08''$ W., 67.72 feet; 2) S. $26^{\circ}30'00''$ E., 64.63 feet; 3) S. $18^{\circ}18'00''$ E., 64.63 feet; 4) S. $10^{\circ}06'00''$ E., 64.63 feet; 5) S. $04^{\circ}51'15''$ E., 50.01 feet; 6) S. $06^{\circ}00'00''$ E., 100.00 feet; 7) S. $84^{\circ}00'00''$ W., 500.00 feet; 8) N. $72^{\circ}00'00''$ W., 772.65 feet; 9) S. $80^{\circ}00'00''$ W., 592.98 feet; 10) S. $49^{\circ}00'00''$ W., 655.11 feet; 11) S. $57^{\circ}45'00''$ W., 80.00 feet to the Westerlymost corner of said DEL WEBB BEXLEY PHASE 2, also being a point on the Northerly boundary of DEL WEBB BEXLEY PHASE 1, according to the plat thereof as recorded in Plat Book 77, Pages 116 through 130 inclusive, of the Public Records of Pasco County, Florida; thence along said Northerly boundary of DEL WEBB BEXLEY PHASE 1, continue S. $57^{\circ}45'00''$ W., 207.85 feet; thence N. $42^{\circ}00'00''$ W., 832.65 feet; thence N. $02^{\circ}00'00''$ E., 818.82 feet; thence S. $80^{\circ}00'00''$ E., 434.54 feet to a point on a curve; thence Northerly, 100.31 feet along the arc of a curve to the right having a radius of 460.00 feet and a central angle of $12^{\circ}29'41''$ (chord bearing N. $16^{\circ}14'51''$ E., 100.12 feet); thence N. $49^{\circ}00'00''$ W., 122.00 feet; thence N. $41^{\circ}00'00''$ E., 59.00 feet; thence N. $49^{\circ}00'00''$ W., 68.50 feet; thence N. $41^{\circ}00'00''$ E., 62.00 feet; thence N. $49^{\circ}00'00''$ W., 31.50 feet; thence N. $41^{\circ}00'00''$ E., 177.00 feet; thence N. $49^{\circ}00'00''$ W., 50.00 feet; thence N. $34^{\circ}00'00''$ W., 390.26 feet; thence N. $32^{\circ}00'00''$ E., 808.11 feet to a point on a curve; thence Southeasterly, 1085.34 feet along the arc of a curve to the left having a radius of 1571.00 feet and a central angle of $39^{\circ}35'00''$ (chord bearing S. $52^{\circ}12'30''$ E., 1063.88 feet) to a point of tangency; thence S. $72^{\circ}00'00''$ E., 275.00 feet to a point of curvature; thence Southeasterly, 1122.22 feet along the arc of a curve to the right having a radius of 1429.00 feet and a central angle of $44^{\circ}59'43''$ (chord bearing S. $49^{\circ}30'08''$ E., 1093.60 feet) to a point of reverse curvature; thence Southeasterly, 740.19 feet along the arc of a curve to

the left having a radius of 1571.00 feet and a central angle of $26^{\circ}59'43''$ (chord bearing S. $40^{\circ}30'08''$ E., 733.36 feet) to the POINT OF BEGINNING.