

PREPARED BY AND RETURN TO:

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

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SUPPLEMENTAL DECLARATION
AND SEVENTH AMENDMENT
TO
COMMUNITY DECLARATION
FOR DEL WEBB BEXLEY
(PHASE 4)

THIS SUPPLEMENTAL DECLARATION AND SEVENTH AMENDMENT TO COMMUNITY DECLARATION FOR DEL WEBB BEXLEY (PHASE 4) (the "**Supplemental Declaration**") is made as of January 18, 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 **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, 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, as supplemented and amended by that certain Supplemental Declaration and Fifth Amendment to Community Declaration for Del Webb Bexley recorded February 26, 2020 in Official Records Book 10059, Page 2633, as amended by that certain Sixth Amendment to Community Declaration for Del Webb Bexley recorded March 3, 2020 in Official Records Book 16063, Page 446 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 and the Association are the fee simple owners of certain property located in Pasco County, Florida which is contiguous to the Phase 3 Property and more particularly described on Exhibit "1" attached hereto and which Declarant has developed as Phase 4 of DEL WEBB BEXLEY (such property being hereinafter described as the "**Phase 4 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 4 Property to be made part of DEL WEBB BEXLEY and brought within the provisions and applicability of the Declaration; and

WHEREAS, the Phase 4 Property is part of the Additional Property and therefore the consent of Founder to this Supplemental Declaration annexing to Phase 4 Property as part of DEL WEBB BEXLEY is not required; and

WHEREAS, Declarant and the Association, as evidenced by their execution hereof and joinder hereto, wish and do hereby submit the Phase 4 Property as part of DEL WEBB BEXLEY and bring the Phase 4 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, Section 2 of the Declaration defines the Additional Property as the property which is contiguous to DEL WEBB BEXLEY as described on Exhibit 5 of the Declaration and which is contemplated to be acquired by Declarant from Founder pursuant to the Declarant

Purchase Contract and developed and subjected to the Declaration by Supplemental Declaration pursuant to Section 5.1 of the Declaration; and

WHEREAS, Declarant, by virtue of its acquisition of the Phase 4 Property from Founder and annexation of the Phase 4 Property under the Declaration by this Supplemental Declaration, has now acquired and annexed into DEL WEBB BEXLEY all of the Additional Property as defined in the Declaration; and

WHEREAS, Section 28.5 of the Declaration provides that, until Declarant has purchased all of the Additional Property from Founder pursuant to the Declarant Purchase Contract, Founder, at Founder's option, may appoint one member to the Board of the Association and one member of the ARC; and

WHEREAS, Section 28.10 of the Declaration sets forth certain rights and remedies of the Founder in the event Declarant defaults under the Declarant Purchase Contract prior to purchasing all of the Additional Property or otherwise does not purchase all of the Additional Property pursuant to the Declarant Purchase Contract (together the **"Founder's Purchase Contract Default Remedies"**); and

WHEREAS, Section 28.14 of the Declaration provides disclosures with respect to certain easements for access, utilities and drainage for the benefit of the Additional Property (together the **"Additional Property Easements"**) granted under the Founder Post Closing Agreement; and

WHEREAS, the purpose of the Additional Property Easements was to provide easements for access, utilities and drainage for the benefit of the portions of the Additional Property which Declarant did not purchase from Founder pursuant to the Declarant Purchase Contract; and

WHEREAS, by virtue of Declarant's purchase of Phase 4 Property from Founder, subjection of the Phase 4 Property to the Phase 4 Plat and annexation of the Phase 4 Property into DEL WEBB BEXLEY pursuant to this Supplemental Declaration, Declarant has now acquired all of the Additional Property, subjected all of the Additional Property to the Declaration and has dedicated and granted the easements for access, utilities and drainage for all of the Additional Property as contemplated by the Additional Property Easements pursuant to the Plat and the Declaration; and

WHEREAS, by virtue of Declarant's acquisition of all of the Additional Property, annexation of all the Additional Property as part of DEL WEBB BEXLEY pursuant to Supplemental Declarations, and establishment of easements for access, utilities and drainage for all of the Additional Property pursuant to the Plat and this Declaration, Declarant is desirous of executing and recording this Supplemental Declaration to (i) delete Section 28.5 from the Declaration because Founder no longer has any right to appoint a member of the Board of the Association or a member of the ARC pursuant thereto, (ii) delete Section 28.10 of the Declaration because Founder no longer has any right to exercise any of the Founder's Purchase Contract Remedies and (iii) delete Section 28.14 of the Declaration because the Additional Property Easements created under the Founder Post Closing Agreement have been incorporated into the easements for access, utilities and drainage dedicated and granted pursuant to the Plat and the

Declaration, and (iv) delete Exhibit 5 to the Declaration because there is no longer any Additional Property as defined in Section 2 of the Declaration; and

WHEREAS, Founder desires to join in the execution of this Supplemental Declaration to confirm its approval of and consent to same, including, without limitation the deletion of Sections 28.5, 28.10 and 28.14 and Exhibit 5 of the Declaration; and

WHEREAS, the Association desires to join in the execution of this Supplemental Declaration to annex the portions of the Phase 4 Property owned by the Association into DEL WEBB BEXLEY and to confirm its consent to, approval of and agreement to be bound by the amendments to the Declaration effected by this Supplemental Declaration.

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 4 Property. Pursuant to Section 5.1 of the Declaration, the Phase 4 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 4 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 4 Property) and which shall run with the title to DEL WEBB BEXLEY (including the Phase 4 Property).

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

"Phase 4 Plat" shall mean any recorded subdivision plat of any part or all of the Phase 4 Property.

"Phase 4 Property" shall have the meaning set forth in the Supplemental Declaration and Seventh Amendment to the Declaration.

5. Deletion 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.

6. Deletion of Sections 28.5, 28.10 and 28.14. Sections 28.5, 28.10 and 28.14 of the Declaration are hereby deleted in their entirety.

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 4 Property) or any portion thereof, and their respective heirs, administrators, personal representatives, successors and assigns.

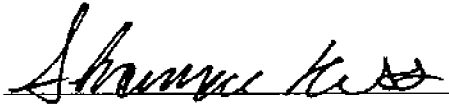
[Signatures on the Following Pages]

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

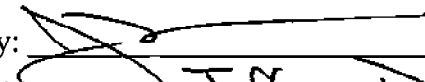
WITNESSES:

"DECLARANT"

PULTE HOME COMPANY, LLC, a
Michigan limited liability company


Print Name: Shannon Hess


Print Name: Caleb Lasher

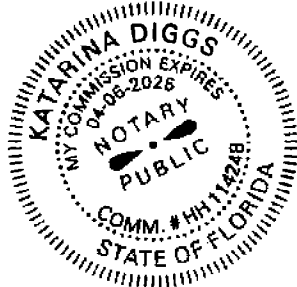
By: 
Print Name: Jeffrey Deason
Title: Vice President

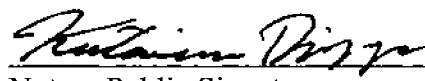
Address: 2662 S. Falkenburg Rd.
Riverview, FL, 33578

STATE OF FLORIDA)
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of January, 2022, by Jeffrey Deason, 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.: HH114248
My Commission Expires: 4/8/25

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 12th day of January 2022.

WITNESSES:**"ASSOCIATION"**

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

Shannon Hess
Print Name: Shannon Hess

Caleb Lasher
Print Name: Caleb Lasher

By: [Signature]
Print Name: Brady Lefere
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 12 day of January, 2022, by Brady Lefere, 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]



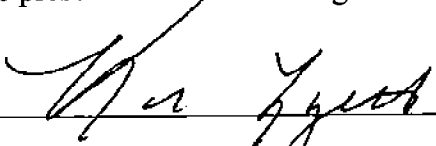
Katarina Diggs
Notary Public Signature
Notary Public, State of Florida
Commission No.: HH 114248
My Commission Expires: 4/6/25

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:

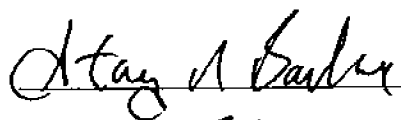
NNP-BEXLEY, LLC, a Florida limited
liability company



Print Name: Kirsten Lycett

By: 

Name: Alex McLeod



Print Name: Stacy A Barber

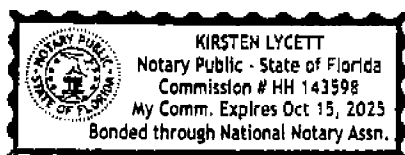
Title: Regional President


Address 3162 South Falkenburg Road
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 14 day of January, 2022, by Alex McLeod, as Regional 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: HH 143598
My Commission Expires: 10/15/25

EXHIBIT "1"

(Legal Description of the Phase 4 Property)

DEL WEBB BEXLEY PHASE 4, according to the plat thereof, as recorded in Plat Book 86, Pages 47 through 59, inclusive, Public Records of Pasco County, Florida.