

(Phase III, Subphases 3A, 3B & 3C)  
This instrument was prepared by and after recording return to:  
Steven M. Falk, Esq., Falk Law Firm, P.A.  
7400 Tamiami Trail North, Suite 103, Naples, Florida 34108  
(239) 596-8400

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR DEL WEBB AT LAKEWOOD RANCH**

THIS AMENDMENT is executed by **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation (the "Developer").

WHEREAS, on December 12, 2014, the Developer recorded a Declaration of Covenants, Conditions and Restrictions for Del Webb at Lakewood Ranch in O.R. Book 2548, Page 2968, Public Records of Manatee County, Florida (the "Declaration").

WHEREAS, Section 14.6 of the Declaration reserves to the Developer the right to amend the Declaration.

NOW THEREFORE, pursuant to the rights reserved by Section 14.6 of the Declaration described above, the Developer hereby amends the Declaration by attaching the following documents as revised or new exhibits to the Declaration:

- Notice to Buyers (Exhibit "F")
- Revised List of Holdings (Exhibit "G")
- New Right of Entry for Phase III, Subphases 3A, 3B & 3C plat (Exhibit "H-II, Del Webb Phase III, Subphases 3A, 3B & 3C")
- Revised Ten Year Budget/Fiscal Program (Exhibit "I")

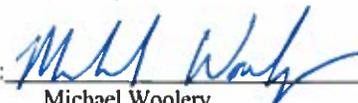
In addition, Section 7.7 of the Declaration is amended as set forth in Exhibit "I" attached hereto.

IN WITNESS WHEREOF, the Developer has executed this instrument effective as of the day and year written below.

Witnesses:

**PULTE HOME COMPANY, LLC**, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation

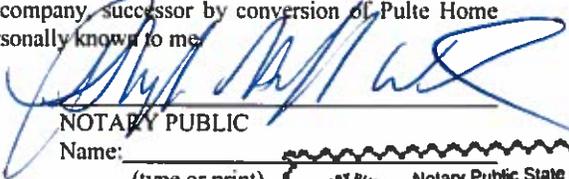
  
Witness Name: Christopher Pereira

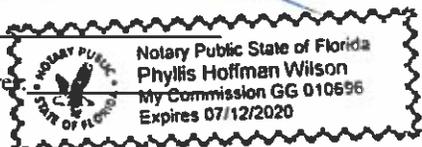
By:   
Michael Woolery  
Its: Vice President-Land Acquisition  
Southwest Florida Division

  
Witness Name: John Alizakis

STATE OF FLORIDA        )  
COUNTY OF SARASOTA    )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of Nov., 2018, by Michael Woolery, Vice President-Land Acquisition, Southwest Florida Division, of Pulte Home Company, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation. He is personally known to me.

  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
(type or print)  
My Commission Expires: \_\_\_\_\_



## EXHIBIT "F"

### NOTICE TO BUYERS

Additional language indicated by underlining.

Deleted language indicated by ~~hyphens~~.

To the purchasers of Lots in Del Webb at Lakewood Ranch, Manatee County, Florida (the "Property"), you are hereby notified that the purchase of your Lot is subject to:

1. The Declaration of Covenants, Conditions and Restrictions for Del Webb at Lakewood Ranch, as amended from time to time (the "Declaration").
2. Ownership of a Lot in Del Webb at Lakewood Ranch automatically makes you a member of the Del Webb at Lakewood Ranch Homeowners Association, Inc. ("Association"), and you are subject to its Declaration, Articles of Incorporation, Bylaws and Rules and Regulations. Each Lot entitles its Owner to one vote in the affairs of the Association.
3. The Association has the right and power to assess and collect, as provided in its Declaration, Articles of Incorporation and Bylaws, the cost of maintenance of the Common Property and Common Areas under its ownership or maintenance control which you have the right to enjoy, in accordance with the Declaration. A proposed ten year Fiscal Program for the Association is included as part of the Declaration, as it may be revised from time to time.
4. You are hereby notified that the Association may increase the budget and assessments as may be required to maintain the common areas and amenities of Del Webb at Lakewood Ranch.
5. Street Trees: Manatee County Land Development Code requires street trees, which must be installed prior to a certificate of occupancy being issued. Each Lot within the community will contain at least one (1) street tree per street frontage. The maintenance of the street trees shall be the responsibility of the Association; however, the Owner shall be responsible for the proper root pruning to avoid interference of the tree's root with sidewalks, utilities, foundations of other improvements constructed on the Lots, due to the natural growth of street trees.
6. ~~Conservation Easements:~~ The Plat of Del Webb Phase III, Subphases 3A, 3B & 3C, contains wetlands and wetland buffers which are regulated in accordance with Section 706 of the Manatee County Land Development Code. Unless permitted by the Manatee County Land Development Code, following acts and activities are expressly prohibited ~~within the boundaries of the wetlands and wetland buffer and upland preservation areas designated on the Plat as Preserve or Conservation Easements~~ without the prior written consent of Manatee County, Florida: ~~provided however, all construction, activities and use of the Conservation Easement consistent with the approved Preliminary and Final~~

~~Site Plan, Construction Drawings and any other approved plan, approval or permit of any kind for the Property shall be permitted uses of the Conservation Easement area without further consent by Manatee County, Florida:~~

- a. Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground.
  - b. Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization.
  - c. Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials.
  - d. Removal, mowing, or trimming of trees, shrubs or other vegetation, ~~except for permitted maintenance.~~
  - e. Application of herbicides, pesticides, or fertilizers.
  - f. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface.
  - g. Surface use except for purposes that permit the land or water areas to remain in its natural condition.
  - h. Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
  - i. Acts or uses detrimental to such retention of land or water areas.
  - j. Planting of vegetative material that is not native to the Southwest region of Florida
7. No Owner of property within Del Webb at Lakewood Ranch may construct or maintain any building, residence or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and Plat, or Additional Plat(s), if any, of Del Webb at Lakewood Ranch unless prior approval is received from the Southwest Florida Water Management District ("SWFWMD").
  8. Each Owner within Del Webb at Lakewood Ranch at the time of construction of a building, residence, or structure shall comply with the construction plans for the Surface Water or Stormwater Management System approved and on file with the Southwest Florida Water Management District.
  9. Non-potable water shall be utilized for landscaping irrigation. The planned source of irrigation for Lakewood Ranch Del Webb will be provided by Braden River Utilities, which may use a combination of reclaimed water, stormwater and groundwater. Irrigation water is not fit for human consumption.
  10. Building Setbacks are as per the approved General Development Plan (GDP) and Final Site Plans for Lakewood Ranch Del Webb as amended from time to time and as

supplemented by requirements set forth in the Manatee County Land Development Code

11. The majority of the Property appears to lie in Flood Zones "X," with a small portion of the Property in "AE" and "A" per Flood Insurance Rate Map for Manatee County, Florida (Unincorporated Areas), Community Panel Number 12081C0365E, effective March 17, 2014. An accurate zone determination should be made by the preparer of the map, the Federal Emergency Management Agency (FEMA), or the Local Governmental Agency having jurisdiction over such matters prior to any judgments being made for the Zone as noted.
12. The Association is obligated to maintain, to oversee and provide for the continued, phased removal of nuisance, exotic plant species that become reestablished within the Common Area for the life of the Community consistent with Section 715.4 Manatee County Land Development Code.
13. The location of Del Webb at Lakewood Ranch is such that there may be neighboring agricultural uses, which may possibly include pesticides and herbicides and may have odors and noises associated with such uses.
14. Owners of Lots which are required to have sidewalks per subdivision construction plans approved for Lakewood Ranch Del Webb shall be responsible for the installation of such sidewalks. These sidewalks shall be constructed in the right of way or easement, as set forth in the Manatee County rules and regulations. Declarant, as the owner of the Lot prior to the issuance of a certificate of occupancy, will initially install the required sidewalks within Del Webb at Lakewood Ranch.
15. Visibility Triangle must be maintained pursuant to Section 713 of the Manatee County Land Development Code.
16. Adjacent roadways will or may be constructed in the area surrounding Del Webb at Lakewood Ranch, including (i) The Masters Avenue near the southern boundary of the overall project; (ii) Bournside Road near the eastern boundary of the overall project; (iii) and the possible widening of State Road 70 near the northern boundary of the overall project.
17. All property with Del Webb at Lakewood Ranch is included within the independent special district, Lakewood Ranch Stewardship District. **THE LAKEWOOD RANCH STEWARDSHIP DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSEMENTS PAY THE CONSTRUCITON, OPERARATION AND MAINTENANCE COST OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

**The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the Declaration or any Lot sales contract between a purchaser and Declarant.**

## EXHIBIT "G"

### LIST OF HOLDINGS

The following is a complete listing of all common open space and improvements of the Del Webb at Lakewood Ranch Homeowners Association, Inc. a non-profit Florida corporation, as of the date of recording of the Sixth Amendment to Declaration to which this Exhibit is attached. This organization has been established for the ownership and maintenance of all land, buildings, equipment, facilities, and other holdings as described and depicted on the Plat as Tracts, and as further described below.

<b>Del Webb, Phase IA Plat</b>	
<b>TRACT</b>	<b>DESCRIPTION</b>
Tract 200	Recreation Area and Sales Center
Tract 300	Private Roadway, Drainage and Utility Easement and Public Utility Easement
Tracts 400-408	Landscape, Drainage, Utility, Wall/Sign Easement
Tract 700	Lift Station, Public Utility Easement
<b>Del Webb, Phase IB Plat</b>	
Tract 301	Private Roadway, Drainage and Utility Easement and Public Utility Easement
Tracts 409-412	Landscape, Drainage, Utility, Wall/Sign Easement

<b>Del Webb, Phase II, Subphases 2A, 2B &amp; 2C Plat</b>	
Tract 302	Private Roadway, Drainage and Utility Easement and Public Utility Easement
Tracts 413-418	Landscape, Drainage, Utility, Wall/Sign Easement
Tract 701	Manatee County Lift Station Easement

<b>Del Webb, Phase III, Subphases 3A, 3B &amp; 3C</b>	
Tract 303	Private Roadway, Drainage and Utility Easement and Public Utility Easement
Tracts 419-420	Landscape, Drainage, Utility, Wall/Sign Easement
Tract 702	Manatee County Lift Station Easement

## **EXHIBIT H-II, Del Webb Phase III, Subphases 3A, 3B & 3C**

### **RIGHT OF ENTRY AND COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE**

The Manatee County Land Development Code, Ordinance 90-01, adopted on July 25, 1990 by the Board of County Commissioners of Manatee County, Florida requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter Nine of the Land Development Code (Subdivision Procedures and Standards, Section 909.5, and are hereby incorporated as part of Del Webb Phase III, Subphases 3A, 3B & 3C.

- I. Right of Entry by County.** The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Common Area as may be necessary to perform those duties.
- II. Ownership of the Common Area.** Notwithstanding anything herein contained to the contrary, the Association shall not dispose of any Common Area, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Area, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.
- III. Disturbance of Common Area.** No lands in the Common Area shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning Director.
- IV. Maintenance and Care.** In the event the Association or its successors fail to maintain the Common Area in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Area for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed on a prorated basis, and such charges will be made payable by Owners within sixty (60) days after receipt of a statement therefore, and shall become a lien on the Lot if unpaid at the end of such period.
- V. Compliance with Law.** Notwithstanding any other provision of the Declaration, no violation of federal, state, or local law shall be permitted.
- VI. Amendment.** Notwithstanding any other provision of the Declaration relating to amendments, neither this Exhibit, nor any provision of the Declaration affecting this Exhibit, may be amended without the written consent of Manatee County.

Del Webb at Lakewood Ranch Homeowners Association  
Projected 10 Year Budget  
2019-2029

Description	2018 Approved Budget	2019 Proposed Budget	2020 Proposed Budget	2021 Proposed Budget	2022 Proposed Budget	2023 Proposed Budget	2024 Proposed Budget	2025 Proposed Budget	2026 Proposed Budget	2027 Proposed Budget	2028 Proposed Budget	2029 Proposed Budget	42 ft lots 258	52 ft lots 879	66 ft lots 329	Quads 116
<b>Revenues</b>																
Maintenance Fees	4,014,536.34	4,339,246.77	4,339,246.77	4,339,246.77	4,339,246.77	4,339,246.77	4,339,246.77	4,339,246.77	4,339,246.77	4,339,246.77	4,339,246.77	4,339,246.77	278.54	283.54	288.54	262.16
Reserve Assessments	200,000.00	225,850.00	225,850.00	225,850.00	225,850.00	225,850.00	225,850.00	225,850.00	225,850.00	225,850.00	225,850.00	225,850.00	14.67	14.67	14.67	14.67
Bank Interest Income																
Social Income																
<b>Total Revenue</b>	<b>4,214,536.34</b>	<b>4,565,096.77</b>	<b>293.21</b>	<b>298.21</b>	<b>303.21</b>	<b>276.83</b>										
<b>Administrative Expenses</b>																
Office and Administrative	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	1.95	1.95	1.95	1.95
Legal/Professional	25,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	1.30	1.30	1.30	1.30
License, Permits, Fees & Taxes	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	0.13	0.13	0.13	0.13
Bad Debt Expense	4,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	0.13	0.13	0.13	0.13
<b>Total Administrative Expenses</b>	<b>61,000.00</b>	<b>54,000.00</b>	<b>3.51</b>	<b>3.51</b>	<b>3.51</b>	<b>3.51</b>										
<b>Insurance</b>																
Insurance	60,000.00	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00	2.92	2.92	2.92	2.92
Total Insurance	60,000.00	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00	2.92	2.92	2.92	2.92
<b>Contract Services</b>																
Management Services Contract	103,824.00	117,824.05	117,824.05	117,824.05	117,824.05	117,824.05	117,824.05	117,824.05	117,824.05	117,824.05	117,824.05	117,824.05	7.65	7.65	7.65	7.65
Community Staff (HOA only)	356,661.42	397,260.31	397,260.31	397,260.31	397,260.31	397,260.31	397,260.31	397,260.31	397,260.31	397,260.31	397,260.31	397,260.31	25.80	25.80	25.80	25.80
Legal/Professional	942,300.00	954,288.00	954,288.00	954,288.00	954,288.00	954,288.00	954,288.00	954,288.00	954,288.00	954,288.00	954,288.00	954,288.00	60.00	60.00	60.00	60.00
Landscaping Contract-Common	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	58.48	58.48	58.48	58.48
Landscaping Replacement - all	150,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	12.99	12.99	12.99	12.99
Tree Maintenance/trimming	50,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	4.55	4.55	4.55	4.55
Palm Fertilization	25,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	1.95	1.95	1.95	1.95
Mulch	299,685.92	399,685.92	399,685.92	399,685.92	399,685.92	399,685.92	399,685.92	399,685.92	399,685.92	399,685.92	399,685.92	399,685.92	25.96	25.96	25.96	25.96
Irrigation-Reclaim water	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	6.50	6.50	6.50	6.50
Irrigation - Repairs	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	3.90	3.90	3.90	3.90
Lake Maintenance Contract	53,065.00	63,000.00	63,000.00	63,000.00	63,000.00	63,000.00	63,000.00	63,000.00	63,000.00	63,000.00	63,000.00	63,000.00	4.09	4.09	4.09	4.09
Annual monitoring - exotic nuisance plant s)	6,000.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	0.11	0.11	0.11	0.11
Lake - Fountain Repair & Maintenance	7,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	0.39	0.39	0.39	0.39
Holiday Lighting & Decorations	7,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	0.65	0.65	0.65	0.65
<b>Total Contract Services</b>	<b>3,972,636.34</b>	<b>3,309,808.28</b>	<b>213.00</b>	<b>218.00</b>	<b>223.00</b>	<b>182.00</b>										
<b>Repairs &amp; Maintenance</b>																
General Repairs & Maintenance	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	9.74	9.74	9.74	9.74
Contingency	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	0.32	0.32	0.32	0.32
Street, Walks	20,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	1.62	1.62	1.62	1.62
Well Pump (Hoover)	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	1.30	1.30	1.30	1.30
Gatehouse - Security Staff	150,000.00	146,144.86	146,144.86	146,144.86	146,144.86	146,144.86	146,144.86	146,144.86	146,144.86	146,144.86	146,144.86	146,144.86	9.49	9.49	9.49	9.49
Security Monitors / Closed Circuit TV (Erve)	50,000.00	110,093.64	110,093.64	110,093.64	110,093.64	110,093.64	110,093.64	110,093.64	110,093.64	110,093.64	110,093.64	110,093.64	7.15	7.15	7.15	7.15
Gates- Misc.	30,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	2.60	2.60	2.60	2.60
Gatehouse Supplies / Pases	10,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	0.97	0.97	0.97	0.97
<b>Total Repairs &amp; Maintenance</b>	<b>425,000.00</b>	<b>511,238.50</b>	<b>33.21</b>	<b>33.21</b>	<b>33.21</b>	<b>33.21</b>										

**Del Webb at Lakewood Ranch Homeowners Association**  
**Projected 10 year Budget**  
 2019-2023

Description	2018 Approved Budget	2019 Proposed Budget	2020 Proposed Budget	2021 Proposed Budget	2022 Proposed Budget	2023 Proposed Budget	2024 Proposed Budget	2025 Proposed Budget	2026 Proposed Budget	2027 Proposed Budget	2028 Proposed Budget	2029 Proposed Budget	42 ft lots	52 ft lots	68 ft lots	Quads
<b>Utilities</b>																
Electricity-Streetlights & Irrigation	140,000.00	130,000.00	130,000.00	130,000.00	130,000.00	130,000.00	130,000.00	130,000.00	130,000.00	130,000.00	130,000.00	130,000.00	8.44	8.44	8.44	8.44
Telephone/Internet/TV	-	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	0.78	0.78	0.78	0.78
Gas	-	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	1.95	1.95	1.95	1.95
<b>Total Utilities</b>	<b>140,000.00</b>	<b>172,000.00</b>	<b>11.17</b>	<b>11.17</b>	<b>11.17</b>	<b>11.17</b>										
<b>Amenities</b>																
Social Activities / Events	30,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	3.25	3.25	3.25	3.25
Amenities Janitorial & supplies	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	2.60	2.60	2.60	2.60
Pool Maintenance (contract)	25,000.00	29,700.00	29,700.00	29,700.00	29,700.00	29,700.00	29,700.00	29,700.00	29,700.00	29,700.00	29,700.00	29,700.00	1.93	1.93	1.93	1.93
Pool Repairs/furniture	10,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	0.97	0.97	0.97	0.97
Electric - Amenity	50,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	2.60	2.60	2.60	2.60
Water & Sewer - Amenity	44,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	1.95	1.95	1.95	1.95
Proshop - Utilities	20,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	0.65	0.65	0.65	0.65
Proshop - Repair and Maint	12,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	0.65	0.65	0.65	0.65
Court Maintenance (Pickle, bocca, tennis)	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	1.30	1.30	1.30	1.30
Trash Removal	5,000.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	0.16	0.16	0.16	0.16
<b>Total Amenities</b>	<b>258,000.00</b>	<b>247,200.00</b>	<b>18.08</b>	<b>18.08</b>	<b>18.08</b>	<b>18.08</b>										
<b>Reserves</b>																
Pooled Program	200,000.00	205,500.00	205,500.00	205,500.00	205,500.00	205,500.00	205,500.00	205,500.00	205,500.00	205,500.00	205,500.00	205,500.00	13.35	13.35	13.35	13.35
Vila Pool Reserve - Painting and Power W	-	20,350.00	20,350.00	20,350.00	20,350.00	20,350.00	20,350.00	20,350.00	20,350.00	20,350.00	20,350.00	20,350.00	13.35	13.35	13.35	13.35
Quad Pool Reserve - Painting and Power W	-	20,350.00	20,350.00	20,350.00	20,350.00	20,350.00	20,350.00	20,350.00	20,350.00	20,350.00	20,350.00	20,350.00	13.35	13.35	13.35	13.35
<b>Total Reserves</b>	<b>200,000.00</b>	<b>225,850.00</b>	<b>13.35</b>	<b>13.35</b>	<b>13.35</b>	<b>13.35</b>										
<b>Total Expenses</b>	<b>4,214,538.34</b>	<b>4,565,095.77</b>	<b>283.21</b>	<b>283.21</b>	<b>283.21</b>	<b>274.83</b>										
<b>Net Income/(Loss)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>											

Total Expenses without individual lot/landscape services:

	2018	2019-2023
<b>Total number of units:</b>	<b>1,283</b>	
66' Lots	328	276,360.00
52' Lots	570	444,500.00
42' Lots	268	192,950.00
Quads	116	40,368.00
<b>Per Unit Quarterly Assessment:</b>	<b>2018</b>	<b>2019-2023</b>
66' Lots	\$ 891.72	\$ 909.62
52' Lots	\$ 876.72	\$ 894.62
42' Lots	\$ 861.72	\$ 879.62
Quads	\$ -	\$ 830.48

\* Community staff includes but is not limited to a full-time property manager and lifestyle director. These positions will be phased into the community as it grows.  
 \*\* Stewardship District fees are not included in the HOA maintenance fees.  
 \*\*\* Pooled Reserve Program includes but is not limited to: roads, sidewalks, amenity facilities, walk, gate systems

The foregoing statement is only a forecast and is summary in nature. Estimates are based on current information without inflation. Final budgets for each year may be materially different and will be approved on an annual basis by the HOA Board of Directors. Estimated costs are based on a buildout of 1283 units. Costs may be influenced by economic factors, services, services requested or required by the Board of Directors of the Homeowner's Association and availability of labor and/or contractors. All charges are subject to change in accordance with the laws, rules and regulations governing the Homeowner's Association. Each owner is responsible for any applicable governmental authorities including cities, counties, states and other special districts, or quasi-municipal authorities if any such exist as the Stewardship District. The maximum annual increase in the Association's dues is limited by applicable law.

EXHIBIT "1"

Section 7.7 of the Declaration is amended to add the following language:

The plats contain wetlands and wetland buffers which are regulated in accordance with Section 706 of the Manatee Land Development Code. Unless permitted by the Land Development Code, the following acts are expressly prohibited within wetlands and wetland buffer areas without prior written consent of Manatee County:

- a. Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground.
- b. Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization.
- c. Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials.
- d. Removal, mowing, or trimming of trees, shrubs or other vegetation.
- e. Application of herbicides, pesticides, or fertilizers.
- f. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface.
- g. Surface use except for purposes that permit the land or water areas to remain in its natural condition.
- h. Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
- i. Acts or uses detrimental to such retention of land or water areas.
- j. Planting of vegetative material that is not native to the Southwest region of Florida.

**MORTGAGEE'S JOINDER IN AND RATIFICATION OF  
SUBDIVISION PLAT AND ALL DEDICATIONS AND RESERVATIONS THEREON**

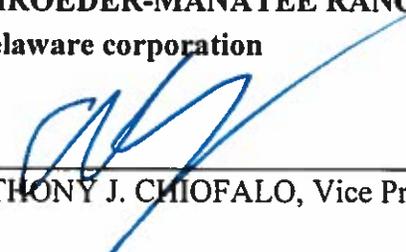
SCHROEDER-MANATEE RANCH, INC. a Delaware corporation, the owner and holder of that certain Mortgage and Security Agreement dated December 11, 2014, and recorded February 4, 2015, in Official Records Book 2555, Pages 372 through 393, of the Public Records of Manatee County, Florida, covering all or some portion of the real property located in Manatee County, Florida, constituting the subdivision plat of DEL WEBB, PHASE III, SUBPHASES 3A, 3B, & 3C and described as follows:

*(LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A")*

For good and valuable consideration in hand paid by the record owner of said real property, receipt whereof is hereby acknowledged, hereby specifically joins in and ratifies said subdivision plat and all dedications and reservations thereon, and releases from the lien of said mortgage all (*streets, alleys, walks, thoroughfares, parks and other open spaces, required utilities, canals and drainage or other easements*) dedicated to or reserved for the public on said subdivision plat.

DATED, this 27<sup>th</sup> day of AUGUST, 2018.

**SCHROEDER-MANATEE RANCH, INC.**  
**a Delaware corporation**

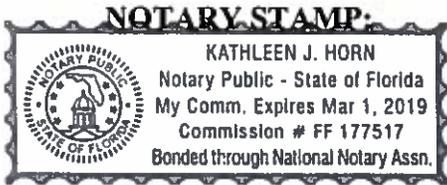
By:   
ANTHONY J. CHIOFALO, Vice President

ATTEST: 

DANIEL J. PERKA, as Assistant Secretary of  
SCHROEDER-MANATEE RANCH, INC., a Delaware corporation

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of AUGUST, 2018 by ANTHONY J. CHIOFALO, as Vice President, and DANIEL J. PERKA, as Assistant Secretary of SCHROEDER-MANATEE RANCH, INC., a Delaware corporation, on behalf of the corporation, who are personally known to me or who have produced \_\_\_\_\_ and \_\_\_\_\_ as identification.



Kathleen J. Horn  
(Signature of Person Taking Acknowledgment) **Kathleen J. Horn**

\*\*\*\*\*

Approved and accepted for and on behalf of the County of Manatee, Florida, this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA**

\_\_\_\_\_  
**CHAIRMAN**

**ATTEST: Angelina Colonnese  
Clerk of the Circuit Court**

\_\_\_\_\_

Exhibit "A"

DEL WEBB, PHASE III, SUBPHASES 3A, 3B & 3C

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Section 24 and Section 25, Township 35 South, Range 19 East, Manatee County, Florida, described as follows:

BEGIN at the most northerly corner of Del Webb, Phase II, Subphases 2A, 2B & 2C, as recorded in Plat Book 62, Page 92, Public Records of Manatee County, Florida, also being a point on the easterly right-of-way line of Alstead Circle (Tract 300) of Del Webb, Phase IA as recorded in Plat Book 58, Page 140, said Public Records, said point being the point of curvature of a curve to the right, of which the chord bearing and distance is N.17°48'19"W., 52.15 feet; thence northerly along said easterly right-of-way line of Alstead Circle for the following eight (8) calls; (1) thence northerly along the arc of said curve, having a radius of 40.00 feet, through a central angle of 81°21'43", a distance of 56.80 feet to the point of tangency of said curve; (2) thence N.22°52'33"E., a distance of 95.94 feet to the point of curvature of a curve to the right having a radius of 40.00 feet and a central angle of 97°26'56"; (3) thence easterly along the arc of said curve, a distance of 68.03 feet to the end of said curve; (4) thence N.30°19'29"E., radial to the last stated curve, a distance of 50.00 feet to the point of curvature of a radial curve to the left, having a radius of 784.23 feet and a central angle of 01°48'33"; (5) thence northwesterly along the arc of said curve, a distance of 24.76 feet, said curve having a chord bearing and distance of N.60°34'48"W., 24.76 feet, to the point of reverse curvature of a curve to the right having a radius of 40.00 feet and a central angle of 84°21'37"; (6) thence northerly along the arc of said curve, a distance of 58.89 feet to the point of tangency of said curve; (7) thence N.22°52'33"E., a distance of 246.47 feet to the southernmost point of Tract 406, said plat of Del Webb, Phase 1A, said point being the point of curvature of a curve to the left, having a radius of 275.00 feet and a central angle of 3°58'18"; (8) thence continue northerly along the easterly right-of-way of Alstead Circle also being the westerly line of said Tract 406 and along said curve, a distance of 19.06 feet to the end of said curve; thence S.71°05'45"E., a distance of 0.66 feet to a point on the easterly line of said plat of Del Webb, Phase 1A; thence along said easterly plat line for the following thirteen (13) calls; (1) thence N.22°52'33"E., a distance of 95.85 feet to the point of curvature of a non-tangent curve to the right, having a radius of 30.00 feet and a central angle of 59°41'55"; (2) thence northerly along the arc of said curve, a distance of 31.26 feet, said curve having a chord bearing and distance of N.08°35'37"W., 29.86 feet, to the point of tangency of said curve; (3) thence N.21°15'21"E., a distance of 42.69 feet; (4) thence N.28°19'50"W., a distance of 25.34 feet to the point of curvature of a curve to the right having a radius of 30.00 feet and a central angle of 17°46'01"; (5) thence northerly along the arc of said curve, a distance of 9.30 feet to the point of tangency of said curve; (6) thence N.10°33'49"W., a distance of 72.17 feet; (7) thence N.22°22'48"W., a distance of 59.40 feet to the point of curvature of a curve to the right having a radius of 30.00 feet and a central angle of 14°29'42"; (8) thence northerly along the arc of said curve, a distance of 7.59 feet to the point of tangency of said curve; (9) thence N.07°53'07"W., a distance of 43.01 feet to the point of curvature of a curve to the right having a radius of 30.00 feet and a central

angle of 27°13'42"; (10) thence northerly along the arc of said curve, a distance of 14.26 feet to the point of curvature of a non-tangent curve to the right, having a radius of 30.00 feet and a central angle of 51°21'19"; (11) thence northerly along the arc of said curve, a distance of 26.89 feet, said curve having a chord bearing and distance of N.00°08'08"W., 26.00 feet, to the point of tangency of said curve; (12) thence N.25°32'31"E., a distance of 36.09 feet; (13) thence N.19°53'48"E., a distance of 34.50 feet to a point on the southerly right-of-way line of State Road 70 (Oneco-Myakka City Road, 200-foot wide public right-of-way, Map Section 13160-2506), also being a point on the northerly line of the tract of land described in Official Records Book 2548, Page 2898 of said Public Records; thence easterly and southerly along the northerly and easterly line of said tract of land for the following six (6) courses: (1) thence S.69°55'39"E., also along said southerly right-of-way line of State Road 70, a distance of 2,181.99 feet to the proposed westerly right-of-way line of Bourmeside Boulevard (variable width proposed public right-of-way), also being the point of curvature of a curve to the right having a radius of 50.00 feet and a central angle of 89°59'53"; thence along said proposed westerly right-of-way line for the following five (5) calls: (2)(1) thence southeasterly along the arc of said curve, a distance of 78.54 feet to the point of tangency of said curve; (3)(2) thence S.20°04'15"W., a distance of 128.10 feet to the point of curvature of a curve to the left having a radius of 2,158.00 feet and a central angle of 17°11'29"; (4)(3) thence southerly along the arc of said curve, a distance of 647.50 feet to the point of tangency of said curve; (5)(4) thence S.87°07'14"E., a distance of 15.00 feet to the point of curvature of a radial curve to the left, having a radius of 2,143.00 feet and a central angle of 04°28'16"; (6)(5) thence southerly along the arc of said curve, a distance of 167.23 feet, said curve having a chord bearing and distance of S.00°38'38"W., 167.19 feet, to the end of said curve; thence N.79°48'55"W. along a line non-tangent to said curve, a distance of 552.96 feet; thence N.65°54'27"W., a distance of 95.95 feet; thence N.86°00'42"W., a distance of 1,258.48 feet to the point of curvature of a non-tangent curve to the left, having a radius of 440.00 feet and a central angle of 57°41'18", said curve being on the easterly line of the abovementioned Del Webb, Phase II, Subphases 2A, 2B & 2C; thence along said easterly line for the following two (2) calls; (1) thence northerly along the arc of said curve, a distance of 443.01 feet, said curve having a chord bearing and distance of N.11°23'15"W., 424.54 feet, to the point of compound curvature of a curve to the left, having a radius of 559.23 feet and a central angle of 18°15'16"; (2) thence northwesterly along the arc of said curve, a distance of 178.17 feet to the POINT OF BEGINNING.

Said tract contains 2,494,712 square feet or 57.2707 acres, more or less.

**CONSENT TO SUBDIVISION PLAT AND  
ALL DEDICATIONS AND RESERVATIONS THEREON**

LAKWOOD RANCH STEWARDSHIP DISTRICT, an independent special district created by Local Bill No. 1429, codified at Chapter 2005-338, Laws of Florida, as amended ("District") is the Owner and holder of that certain lien upon the property by virtue of Benefit Special Assessments in favor of Owner, covering all or some portion of the real property located in Manatee County, Florida, constituting the subdivision plat of **Del Webb, Phase III, Subphases 3A, 3B, & 3C** and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

For good and valuable consideration in hand paid by the record owner of said real property, receipt whereof is hereby acknowledged, hereby specifically consents to said subdivision plat and all dedications and reservations thereon, and releases from the lien any streets, thoroughfares, required utilities, and drainage or other easements dedicated to the general public on said subdivision plat.

IN WITNESS WHEREOF, Owner has caused these presents to be executed by its duly authorized officer this 27<sup>th</sup> day of AUGUST, 2018.

ATTEST:

By: [Signature]  
J. Scott Almand, Assistant Secretary

LAKWOOD RANCH STEWARDSHIP  
DISTRICT

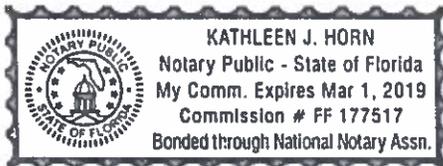
By: [Signature]  
Anthony J. Chiofalo, Vice Chairman

Address: 14400 Covenant Way  
Lakewood Ranch, Florida 34202

(SEAL)

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of AUGUST, 2018, by Anthony J. Chiofalo, as Vice Chairman and J. Scott Almand, as Assistant Secretary, of Lakewood Ranch Stewardship District, an independent special district created by Local Bill No. 1429, codified at Chapter 2005-338, Laws of Florida, as amended, who are personally known to me or have produced \_\_\_\_\_ as identification and did (did not) take an oath.



[Signature]  
NOTARY PUBLIC - STATE OF FLORIDA  
Print Name: Kathleen J. Horn  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

APPROVED AND ACCEPTED FOR AND ON BEHALF OF THE COUNTY OF MANATEE,  
FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

BOARD OF COUNTY COMMISSIONERS OF  
MANATEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman

ATTEST: Angelina Colonnese  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Exhibit "A"

DEL WEBB, PHASE III, SUBPHASES 3A, 3B & 3C

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angle of  $27^{\circ}13'42''$ ; (10) thence northerly along the arc of said curve, a distance of 14.26 feet to the point of curvature of a non-tangent curve to the right, having a radius of 30.00 feet and a central angle of  $51^{\circ}21'19''$ ; (11) thence northerly along the arc of said curve, a distance of 26.89 feet, said curve having a chord bearing and distance of  $N.00^{\circ}08'08''W.$ , 26.00 feet, to the point of tangency of said curve; (12) thence  $N.25^{\circ}32'31''E.$ , a distance of 36.09 feet; (13) thence  $N.19^{\circ}53'48''E.$ , a distance of 34.50 feet to a point on the southerly right-of-way line of State Road 70 (Oneco-Myakka City Road, 200-foot wide public right-of-way, Map Section 13160-2506), also being a point on the northerly line of the tract of land described in Official Records Book 2548, Page 2898 of said Public Records; thence easterly and southerly along the northerly and easterly line of said tract of land for the following six (6) courses: (1) thence  $S.69^{\circ}55'39''E.$ , also along said southerly right-of-way line of State Road 70, a distance of 2,181.99 feet to the proposed westerly right-of-way line of Bourneside Boulevard (variable width proposed public right-of-way), also being the point of curvature of a curve to the right having a radius of 50.00 feet and a central angle of  $89^{\circ}59'53''$ ; thence along said proposed westerly right-of-way line for the following five (5) calls: (2)(1) thence southeasterly along the arc of said curve, a distance of 78.54 feet to the point of tangency of said curve; (3)(2) thence  $S.20^{\circ}04'15''W.$ , a distance of 128.10 feet to the point of curvature of a curve to the left having a radius of 2,158.00 feet and a central angle of  $17^{\circ}11'29''$ ; (4)(3) thence southerly along the arc of said curve, a distance of 647.50 feet to the point of tangency of said curve; (5)(4) thence  $S.87^{\circ}07'14''E.$ , a distance of 15.00 feet to the point of curvature of a radial curve to the left, having a radius of 2,143.00 feet and a central angle of  $04^{\circ}28'16''$ ; (6)(5) thence southerly along the arc of said curve, a distance of 167.23 feet, said curve having a chord bearing and distance of  $S.00^{\circ}38'38''W.$ , 167.19 feet, to the end of said curve; thence  $N.79^{\circ}48'55''W.$  along a line non-tangent to said curve, a distance of 552.96 feet; thence  $N.65^{\circ}54'27''W.$ , a distance of 95.95 feet; thence  $N.86^{\circ}00'42''W.$ , a distance of 1,258.48 feet to the point of curvature of a non-tangent curve to the left, having a radius of 440.00 feet and a central angle of  $57^{\circ}41'18''$ , said curve being on the easterly line of the abovementioned Del Webb, Phase II, Subphases 2A, 2B & 2C; thence along said easterly line for the following two (2) calls; (1) thence northerly along the arc of said curve, a distance of 443.01 feet, said curve having a chord bearing and distance of  $N.11^{\circ}23'15''W.$ , 424.54 feet, to the point of compound curvature of a curve to the left, having a radius of 559.23 feet and a central angle of  $18^{\circ}15'16''$ ; (2) thence northwesterly along the arc of said curve, a distance of 178.17 feet to the POINT OF BEGINNING.

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