

PREPARED BY AND RETURN TO:
James G. Kattelman, Esq.
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215 N. Eola Drive
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**FIFTH AMENDMENT TO COMMUNITY DECLARATION
FOR WINDSOR ISLAND RESORT**

THIS FIFTH AMENDMENT TO COMMUNITY DECLARATION FOR WINDSOR ISLAND RESORT (the “**Fifth Amendment**”) is made as of April 21st, 2023, 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 **WINDSOR ISLAND RESORT HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “**Association**”) and **DEL WEBB OASIS HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “**Del Webb Oasis Association**”; the Association and Del Webb Oasis Association sometimes referred to collectively herein as the “**Associations**”).

WITNESSETH:

WHEREAS, Declarant, with the joinder of the Association, as required, entered into that certain Amended and Restated Community Declaration for Windsor Island Resort recorded April 5, 2021 in Official Records Book 11651, Page 1165, as amended by that certain Fourth (sic) Amendment to Community Declaration for Windsor Island Resort recorded December 28, 2021 in Official Records Book 12043, Page 1678, and as amended by that certain Second Amendment to the Amended and Restated Community Declaration for Windsor Island Resort recorded February 8, 2022 in Official Records Book 12108, Page 1827, and as amended by that certain Third Amendment to the Amended and Restated Community Declaration for Windsor Island Resort recorded March 14, 2022 in Official Records Book 12159, Page 1870, and as amended by that certain Fourth Amendment to the Amended and Restated Community Declaration for Windsor Island Resort recorded December 14, 2022 in Official Records Book 12518, Page 1093, all of the Public Records of Polk County, Florida, (collectively the “**Declaration**”), covering certain property located in Polk County, Florida; and

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

WHEREAS, pursuant to Section 4.3 of the Declaration, prior to the “Turnover Date” (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 limited by applicable law as it existed on April 5, 2021 or as otherwise expressly set forth in the Declaration; and

WHEREAS, the Turnover Date has not yet occurred; and

WHEREAS, the amendments to the Declaration by this Fifth Amendment are not limited by applicable law as it existed on April 5, 2021 or as otherwise expressly set forth in the Declaration; and

WHEREAS, pursuant to Section 9 and other provisions of the Declaration, Declarant has constructed Recreational Facilities, including the Community Amenity, within WINDSOR ISLAND RESORT as Common Areas for the use and benefit of all WINDSOR ISLAND RESORT Owners, Lessees, Immediate Family Members and their permitted guests and invitees (together the “**Windsor Island Resort Users**”), all subject to the terms and provisions of the Declaration and such Rules and Regulations as may be promulgated from time to time pursuant to the Declaration with respect to the use of same; and

WHEREAS, in close proximity to WINDSOR ISLAND RESORT, Declarant has developed a residential community known as Del Webb Oasis (the “**Del Webb Oasis Community**”) more particularly referred to as the Del Webb Oasis Lots (as defined below), which are located in Orange County, Florida; and

WHEREAS, the Del Webb Oasis Community is subject to that certain Community Declaration for Del Webb Oasis recorded December 13, 2022, 2023 as Document No. 20220745870 of the Public Records of Orange County, Florida (as may be amended and/or supplemented from time to time, the “**Del Webb Oasis Declaration**”); and

WHEREAS, the Del Webb Oasis Community currently contains no recreational facilities or amenities available for the use of the owners and occupants (the “**Del Webb Oasis Owners and Occupants**”) of single family homes and townhomes as evidenced by issuance of a certificate of occupancy for same (the “**Del Webb Oasis Homes**”) constructed or to be constructed on the Del Webb Oasis Lots; and

WHEREAS, it is contemplated that Declarant will construct recreational facilities within the Del Webb Oasis Community consisting of a community amenity being more particularly described as the “Community Amenity” in the Windsor Island Resort Declaration (the “**Del Webb Oasis Community Amenity**”); and

WHEREAS, Section 9.3 of the Declaration provides that, until the Community Completion Date, Declarant shall have the right to use any portion of the Common Areas of WINDSOR ISLAND RESORT, which includes the Community Amenity without charge for any purpose deemed appropriate by Declarant; and

WHEREAS, Section 9.8.1 of the Declaration provides that the Common Areas of WINDSOR ISLAND RESORT, which include the Community Amenity, shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations entitled to use same, who are not required to be Members of the Association; and

WHEREAS, Section 9.8.1 of the Declaration further provides that, prior to the Community Completion Date, Declarant has the right, at any and all times, and from time to time, to further

additionally provide and make the Common Areas, including the Community Amenity, available to other individuals, persons, firms or corporations as Declarant deems appropriate; and

WHEREAS, Section 9.8.2 of the Declaration provides that Declarant may enter into easement agreements for the use or possession agreements whereby the Owners, Telecommunications Providers, and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes; and

WHEREAS, Section 21.7 of the Declaration provides that, until the Community Completion Date, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities, maintenance, Telecommunication Services and other purposes over, under, upon and across WINDSOR ISLAND RESORT so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners; and

WHEREAS, the easements granted by Declarant pursuant to this Fifth Amendment do not materially and adversely interfere with the intended use of Homes conveyed to Owners prior to the recordation of this Fifth Amendment; and

WHEREAS, Declarant is desirous of executing and recording this Fifth Amendment, and the Association is desirous of joining in this Fifth Amendment, for the purpose of granting and declaring a temporary, non-exclusive easement to and in favor of any and all lots now or later made subject to the Del Webb Oasis Declaration (the “**Del Webb Oasis Lots**”) and Del Webb Oasis Owners and Occupants for access to and use of the Community Amenity within WINDSOR ISLAND RESORT and to further amend the Declaration consistent with same, all as more particularly provided hereinbelow.

NOW, THEREFORE, for and in consideration of these premises, the mutual covenants contained in this Fifth Amendment, Declarant hereby amends the Declaration, and the Associations join in and consent to this Fifth Amendment, as follows:

1. **Recitals/Capitalized Terms**. The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not expressly defined herein shall have the meanings ascribed to such terms in the Declaration.

2. **Grant of Del Webb Oasis Community Amenity Easement**. Pursuant to Sections 9.3, 9.8.1, 9.8.2 and 21.7 of the Declaration, Declarant hereby declares and grants for the benefit of the Del Webb Oasis Owners and Occupants and the Del Webb Oasis Lots a temporary, non-exclusive easement (the “**Del Webb Oasis Community Amenity Easement**”) for access to and use of the Community Amenity located within WINDSOR ISLAND RESORT. Declarant, as owner of unencumbered fee simple title to the Del Webb Oasis Lots, hereby accepts the declaration and grant of the Del Webb Oasis Community Amenity Easement for the benefit of the Del Webb Oasis Lots and agrees that the terms, conditions and limitations with respect to same set forth herein shall inure to the benefit of, be binding upon and enforceable against successors in title the Del Webb Oasis Lots (the “**Del Webb Oasis Owners**”). The Del Webb Oasis Association also joins in the execution of this Fifth Amendment to accept, acknowledge and consent and agree to the terms and conditions of the Del Webb Oasis Community Amenity Easement which are to be performed by or binding upon the Del

Webb Oasis Association. The Del Webb Oasis Community Amenity Easement is limited to the Community Amenity at Windsor Island Resort and shall not include any rights of access to or use of any other Recreational Facilities within Windsor Island Resort. Such rights of access and use are limited to Del Webb Oasis Owners and Occupants and their Immediate Family Members (as defined in the Del Webb Oasis Declaration) who reside in a completed home on a Del Webb Oasis Lot as their principal dwelling (together the “**Del Webb Oasis Users**”) and does not include the right to bring guests or invitees or any other persons who are not Del Webb Oasis Users to the Community Amenity or any portion of WINDSOR ISLAND RESORT. The Del Webb Oasis Community Amenity Easement shall be subject to the following terms, conditions and limitations:

2.1 Access Rights and Parking. Access to the Community Amenity for Del Webb Oasis Users shall be through the existing vehicle and pedestrian gates located in WINDSOR ISLAND RESORT (the “**Windsor Island Resort Gates**”) and over the private sidewalks and streets within WINDSOR ISLAND RESORT as reasonably necessary to travel to and from the Community Amenity (the “**Windsor Island Resort Sidewalks and Streets**”). The Association shall maintain the Windsor Island Resort Gates and Windsor Island Resort Sidewalks and Streets as a means of ingress and egress to the Community Amenity for the Del Webb Oasis Users during the term of the Del Webb Oasis Community Amenity Easement. The Association shall provide the Del Webb Oasis Users with access cards, devices or codes as necessary to enter through the Windsor Island Resort Gates and utilize the Community Amenity. Declarant shall also have the right of access to the Community Amenity, through the Windsor Island Resort Gates and over the Windsor Island Resort Sidewalks and Streets for the purpose of providing tours of the Community Amenity to prospective purchasers of Del Webb Oasis Lots and Del Webb Oasis Homes. The rights of access to and use of the Community Amenity for Del Webb Oasis Users shall include the right to park vehicles in the parking spaces at the Community Amenity or any other areas for parking such vehicles as may be designated by the Association (the “**Community Amenity Parking Areas**”), and the Association shall designate and make such parking spaces available as reasonably necessary to accommodate such rights of access and use. Vehicles of Del Webb Oasis Users parked anywhere other than the Community Amenity Parking Areas are subject to being towed without any further notice except as required by applicable law. Declarant’s rights with respect to parking Declarant vehicles in Windsor Island Resort are set forth in the Declaration.

2.2 Restrictions on Use. The Del Webb Oasis Users rights of access to and use of the Community Amenity, Windsor Island Resort Gates, Windsor Island Resort Sidewalks and Streets and Community Amenity Parking Area shall be limited by and subject to the following:

(i) All provisions of the Declaration, including, but not limited to, Section 9.16 thereof, and the terms and conditions of this Fifth Amendment, as are applicable to the access to and use of the Community Amenity, Windsor Island Resort Gates, Windsor Island Resort Sidewalks and Streets and Community Amenity Parking Areas by Windsor Island Resort Users.

(ii) Rules and Regulations as may be promulgated by Declarant or the Board from time to time with respect to access to and use of the Community

Amenity, Windsor Island Resort Gates, Windsor Island Resort Sidewalks and Streets and Community Amenity Parking Areas that are applicable generally to Windsor Island Resort Users, including, without limitation, Rules and Regulations suspending, limiting or regulating access to or use of the Community Amenity as a result of or in relation to the COVID-19 pandemic, any other pandemic or any other public health or public safety emergency.

(iii) All governmental laws, ordinances, codes, regulations, rules and orders applicable to access to and use of the Community Amenity, Windsor Island Resort Gates, Windsor Island Resort Sidewalks and Streets and Community Amenity Parking Areas, including, but not limited to, temporary or permanent occupancy limits, suspensions of access and use rights and use requirements. Without limiting the generality of the foregoing, the rights of Del Webb Oasis Users to access to or use of the Community Amenity are subject to all Federal, State or local laws, ordinances, codes, orders, regulations and other requirements and limitations imposed as a result of or in relation to the COVID-19 pandemic, any other pandemic or any other public health or public safety emergency.

(iv) Suspension of any Del Webb Oasis Users' rights to access to and use of the Community Amenity (with such suspension to take immediate effect without notice or hearing) for (i) failure to pay Community Amenity Use Fees or any other assessments of the Del Webb Oasis Association allocated to their Del Webb Oasis Lots as provided hereinbelow or (ii) any violation of applicable Rules and Regulations regarding access to or use of the Community Amenity or any other part of Windsor Island Resort or any conduct which the Windsor Island Resort Association or its Community Amenity Manager, each in their sole discretion, to be offensive, dangerous, threatening or a breach of the peace.

(v) The Association reserves the right for itself and its Community Amenity Manager to impose blackout dates when the Community Amenity is not available for use by Del Webb Oasis Users due to anticipated high volume of use by the Windsor Island Resort Users ("**Blackout Dates**"). The Blackout Dates may be set at the discretion of the Association and/or the Community Amenity Manager and may include, without limitation, holidays, holiday weekends and other dates of anticipated high volume use of the Community Amenity by the Windsor Island Resort Users. The Association and/or Community Amenity Manager may add or remove Blackout Dates at any time in their sole discretion. The Association or Community Amenity Manager shall notify the Del Webb Oasis Association of Black Out Dates so that the Del Webb Oasis Association can provide notice of same to the Del Webb Oasis Owners and Occupants. No failure or delay in providing such notices shall entitle any Del Webb Oasis User to use the Community Amenity on a Black Out Date.

(vi) Further terms, provisions, limitations and restrictions on such easement rights as are set forth in the Del Webb Oasis Declaration.

2.3 Community Amenity Use Fee. In consideration for the Del Webb Oasis Community Amenity Easement granted hereunder, each Del Webb Oasis Owner, commencing on the date that their Del Webb Oasis Lot is conveyed from Declarant to such Del Webb Oasis Owner with a completed Del Webb Oasis Home, and continuing thereafter until the Del Webb Oasis Community Amenity Easement Termination Date (as defined below), shall pay with respect to their Del Webb Oasis Lot and Home, an amount equal to TWENTY AND NO/100 DOLLARS (\$20.00) per month (the “Community Amenity Use Fees”) to the Association. The Community Amenity Use Fees shall be paid as a contribution by the Del Webb Oasis Owners towards the Association’s cost to operate, maintain, repair and replace the Windsor Island Resort Gates, Windsor Island Resort Sidewalks and Streets, Community Amenity and Community Amenity Parking Areas pursuant to the Declaration. As provided in the Del Webb Oasis Declaration, the Del Webb Oasis Association shall include the Community Amenity Use Fees to be paid by the Del Webb Oasis Owners within its budget and assessments to the Del Webb Oasis Owners and shall remit such payment to the Association upon collection of same from the Del Webb Oasis Owners. Notwithstanding the foregoing, no Community Amenity Use Fees will be due for any months in which the Community Amenity is unavailable for use by the Del Webb Oasis Users due to repairs or maintenance or any government imposed shut down of same. In the event a Del Webb Oasis Owner is delinquent in payment of the Community Amenity Use Fee or any other assessments to the Del Webb Oasis Association pursuant to the Del Webb Oasis Declaration, the Del Webb Oasis Association may notify the Association and the Association shall suspend access and use rights to the Community Amenity for all Del Webb Oasis Users with respect to such Del Webb Oasis Owner’s Del Webb Oasis Lot until all such Community Amenity Use Fees and other assessments are paid current. In addition, in the event the Del Webb Oasis Association fails to pay Community Amenity Use Fees to the Association with respect to any Del Webb Oasis Lots and same remain delinquent for a period of twenty (20) days after written notice of such delinquency by the Association to the Del Webb Oasis Association, the Association may suspend all rights of access to and use of the Community Amenity for all Del Webb Oasis Users whose Del Webb Oasis Lots have outstanding delinquencies in payment of Community Amenity Use Fees.

2.4 No Obligations to Maintain Specific Community Amenity Improvements, Facilities or Activities for Del Webb Oasis Users. Notwithstanding the grant of the Del Webb Oasis Community Amenity Easement herein, the Del Webb Oasis Users and Del Webb Oasis Association shall have no right to require Declarant or the Association to construct, operate, maintain, repair or replace any specific improvements, facilities or activities as part of the Community Amenity within WINDSOR ISLAND RESORT. Without limiting the generality of the foregoing, Declarant and the Association reserve the specific right to change the layout, composition and design of the Community Amenity and any and all facilities and activities offered therein and to modify, relocate, eliminate or add to such improvements, facilities and activities at any time without notice to or approval by any Del Webb Oasis Users or the Del Webb Oasis Association. It is hereby acknowledged that the Del Webb Oasis Community Amenity Easement granted hereunder is limited to access to and use of such improvements, facilities and activities, if any, as may be maintained as part of the Community Amenity within WINDSOR ISLAND RESORT for use and benefit of the Windsor Island Resort Users, and that nothing herein shall grant any

Del Webb Oasis User or the Del Webb Oasis Association the right to notice of or to object to any modification, relocation, elimination or addition to the improvements, facilities or activities within the Community Amenity at WINDSOR ISLAND RESORT.

2.5 Indemnification. Declarant, by acceptance of the Del Webb Oasis Community Amenity Easement, for on behalf of all future Del Webb Oasis Owners and Occupants with respect to the Del Webb Oasis Lots and Del Webb Oasis Homes, and each such Del Webb Oasis User, by their use of the Community Amenity, Windsor Island Resort Gates, Windsor Island Resort Sidewalks and Streets or Community Amenity Parking Areas, or any other portion of Windsor Island Resort, whether such use is permitted or not, agrees to indemnify, save, pay, defend and hold harmless the Indemnified Parties against all Losses incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such use of the Community Amenity, Windsor Island Resort Gates, Windsor Island Resort Sidewalks and Streets or Community Amenity Parking Areas or any other portion of Windsor Island Resort, whether such use is permitted or not, by such Del Webb Oasis User, including any Losses arising from any act or omission of the any of the Indemnified Parties. Losses shall include the deductible payable under any of the Indemnified Parties' insurance policies.

2.6 Termination of the Del Webb Oasis Community Amenity Easement. The Del Webb Oasis Community Amenity Easement shall terminate on the date that is eighteen (18) months from the recording of this Fifth Amendment or on such earlier date as the Del Webb Oasis Community Amenity is constructed (as evidenced by the issuance of a certificate of occupancy or similar permit or approval for same) and available for use by the Del Webb Oasis Users (the "**Del Webb Oasis Community Amenity Easement Termination Date**"). Notwithstanding the foregoing, Declarant, in its sole and absolute discretion, shall have the right to extend the Del Webb Oasis Community Amenity Easement Termination Date for such periods as Declarant determines in its sole discretion by recording one or more notices of extension of the Del Webb Oasis Community Amenity Easement Termination Date in the Public Records of Orange County and Polk County, Florida, which notices may be included within an amendment or supplement to the Declaration or the Del Webb Oasis Declaration. The termination of the Del Webb Oasis Community Amenity Easement shall be evidenced by and effective upon Declarant's executing and recording of a notice of termination of the Del Webb Oasis Community Amenity Easement (the "**Termination Notice**") in the Public Records of Orange County and Polk County, Florida, which Termination Notice may be included within an amendment or supplement to the Declaration or the Del Webb Oasis Declaration. Upon the recordation of the Termination Notice in the Public Records of Orange County and Polk County, Florida, the Del Webb Oasis Community Amenity Easement, all rights of the Del Webb Oasis Users of access through and over the Windsor Island Resort Gates and Windsor Island Resort Sidewalks and Streets, all rights of the Del Webb Oasis Users of access to and use of the Community Amenity and Community Amenity Parking Areas and all further rights, duties and obligations of Declarant, the Association, the Del Webb Oasis Owners, Del Webb Oasis Users and Del Webb Oasis Association with respect to the Del Webb Oasis Community Amenity Easement shall terminate. Notwithstanding the foregoing, any obligations regarding indemnification or payment of Community Amenity Use Fees

outstanding as of the Del Webb Oasis Community Amenity Easement Termination Date and all rights and remedies to enforce same shall survive the termination of the Del Webb Oasis Community Amenity Easement.

2.7 **Successors and Assigns.** The Del Webb Oasis Community Amenity Easement and the terms and conditions of this Section 2 shall be binding upon and inure to the benefit of Declarant, the Association, the Del Webb Oasis Association, the Del Webb Oasis Owners and Occupants and the Del Webb Oasis Users and their respective heirs, administrators, personal representatives and successors and assigns and shall run with the title to the Community Amenity, Windsor Island Resort Gates, Windsor Island Resort Sidewalks and Streets, Community Amenity Parking Areas and the Del Webb Oasis Lots. Upon sale or conveyance of a Del Webb Oasis Lot by Declarant to a Del Webb Oasis Owner, Declarant shall be released from any further duties, obligations and liabilities with respect to such Del Webb Oasis Lot under the Del Webb Oasis Community Amenity Easement and this Section 2.

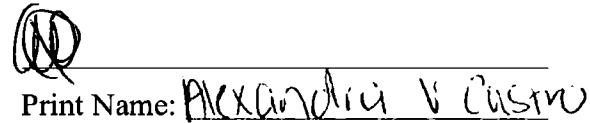
3. **Effect of Amendment.** Except as herein specifically amended, the Declaration shall remain in full force and effect in accordance with its terms. The Declaration, as amended by this Fifth Amendment, shall be binding upon and inure to the benefit of all parties having any right, title or interest in WINDSOR ISLAND RESORT or any portion thereof, and their respective heirs, personal representatives, successors and assigns.

[Signatures on the Following Pages]

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


WITNESSES:


Print Name: Eric Baker


Print Name: Alexandra V Castro

"DECLARANT"

PULTE HOME COMPANY, LLC, a
Michigan limited liability company

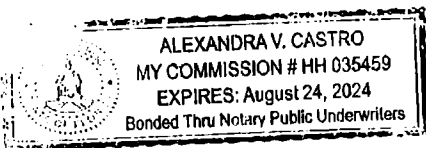
By: 
Print Name: Cliff Torres
Title: DIRECTOR OF LAND


Address: 4901 Vineland Road, #500
Orlando, FL 32811

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21 day of April, 2023, by Cliff Torres, as Director of Land of **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, on behalf of the company. He [is personally known to me] [has produced _____ as identification].

[NOTARY SEAL]




Notary Public Signature
Notary Public, State of Florida
Commission No.: HH035459
My Commission Expires: 08/24/24

JOINDER

WINDSOR ISLAND RESORT HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), does hereby join in the Fifth Amendment to which this Joinder is attached, and 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 21 day of April, 2023.

WITNESSES:

"ASSOCIATION"

**WINDSOR ISLAND RESORT
HOMEOWNERS ASSOCIATION, INC.**, a
Florida not-for-profit corporation

[Signature]
Print Name: Chris Turner

[Signature]
Print Name: Alexandra V. Castro

By: [Signature]
Print Name: Jim Baker
Title: President

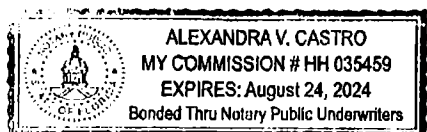
{CORPORATE SEAL}

Address: 4901 Vineland Road, #500
Orlando, FL 32811

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21 day of April, 2023, by Jim Baker, as President of **WINDSOR ISLAND RESORT HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He [is personally known to me] [has produced _____ as identification].

[NOTARY SEAL]



[Signature]
Notary Public Signature
Notary Public, State of Florida
Commission No.: HH035459
My Commission Expires: 08/24/24