

PREPARED BY AND RETURN TO:

Christian F. O’Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602

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

**FIRST SUPPLEMENTAL DECLARATION TO COMMUNITY DECLARATION FOR
SUMMERSTONE**

THIS FIRST SUPPLEMENTAL DECLARATION TO COMMUNITY DECLARATION FOR SUMMERSTONE (this “**First Supplement**”) is made by FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation (the “**Declarant**”) and joined by SUMMERSTONE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, and D.R. HORTON, INC., a Delaware corporation.

RECITALS

A. The Declarant recorded that certain COMMUNITY DECLARATION FOR SUMMERSTONE as Instrument Number 2020120141, in O.R. Book 10144, Page 2185, as amended by that certain FIRST AMENDMENT TO COMMUNITY DECLARATION FOR SUMMERSTONE, recorded as Instrument Number 2020150629, in O.R. Book 10175, Page 1349, all of the Public Records of Pasco County, Florida (collectively, the “**Declaration**”).

B. Section 5.1 of the Declaration provides that the Declarant may annex additional land to the provisions of the Declaration by recording a Supplemental Declaration.

C. The Declarant wishes, in accordance with Section 5.1 of the Declaration, to file of record this First Supplement for the purpose of annexing the Additional Property (as defined below) to SUMMERSTONE.

NOW THEREFORE, the Declarant hereby amends and supplements the Declaration as set forth herein.

1. **Recitals and Defined Terms.** The foregoing recitals are true and correct and are incorporated into and form a part of this First Supplement. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. **Conflicts.** In the event there is a conflict between this First Supplement and the Declaration, this First Supplement shall control. Whenever possible, this First Supplement and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Annexation. The Declaration is hereby amended and supplemented by the addition of the real property legally described in **Schedule A**, attached hereto and incorporated herein by this reference (the "**Additional Property**"). The Additional Property shall be subject to each and every term, condition, covenant, easement and restriction of the Declaration as it exists and as it may be amended from time to time.

4. Ratification. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended and supplemented hereinabove, is hereby ratified and confirmed in its entirety.

5. Covenant. This First Supplement shall be a covenant running with the land and shall be effective immediately upon its recording in Pasco County, Florida.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Declarant has caused this First Supplement to be executed by its duly authorized representative and has affixed its corporate seal as of this 5th day of March, 2021.

WITNESSES:**"DECLARANT"**

FORESTAR (USA) REAL ESTATE
GROUP, INC., a Delaware corporation

[Signature]
Print Name: Scott Henry

By: [Signature]
Name: Anthony Squitieri
Title: Division President

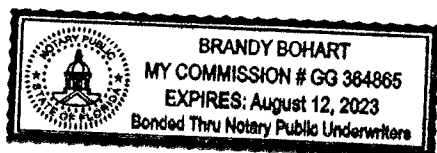
[Signature]
Print Name: Kristina McAlvanah

[Seal]

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of March, 2021, by Anthony Squitieri, as the Division President of FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation. He ☒ is personally known to me or ☐ has produced _____ as identification.

My commission expires: 8.12.2023



[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: Brandy Bohart

JOINDER

SUMMERSTONE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the FIRST SUPPLEMENTAL DECLARATION TO COMMUNITY DECLARATION FOR SUMMERSTONE (the "**First Supplement**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this Joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the First Supplement and does not affect the validity of this First Supplement as the Association has no right to approve this First Supplement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 10th day of June, 2021.

WITNESSES:

"DECLARANT"

SUMMERSTONE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

[Signature]
Print Name: Ernstine McAlver

[Signature]
Print Name: Andre Carmack

By: [Signature]
Name: Christian Cotter
Title: President

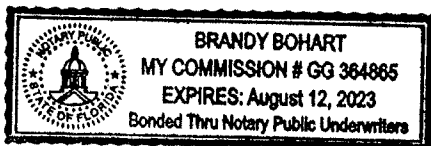
[Seal]

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of June, 2021, by Christian Cotter, as President of SUMMERSTONE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation. She ☒ is personally known to me or ☐ has produced _____ as identification.

My commission expires: 8.12.2023

[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: Brandy Bohart



MORTGAGEE'S CONSENT, SUBORDINATION AND JOINDER

This Consent, Subordination and Joinder (the "Joinder") is made by D.R. HORTON, INC., a Delaware corporation ("Mortgagee"). For good and valuable consideration the receipt of which is acknowledged, the Mortgagee, as holder of that certain Mortgage and Security Agreement recorded in O.R. Book 10029, Page 1308, as affected by that certain Partial Release of Mortgage and Security Agreement recorded as in O.R. Book 10258, Page 3831 in the Public Records of Pasco County, Florida (collectively, the "Mortgage"), securing all of the real property described therein, hereby consents to the making and recording of the FIRST SUPPLEMENTAL DECLARATION TO COMMUNITY DECLARATION FOR SUMMERSTONE to which this Joinder is attached (the "First Supplement"). Mortgagee hereby consents and agrees that the aforesaid Mortgage held by Mortgagee is and shall be subject and subordinate to the Declaration and the First Supplement. Provided always, nevertheless, that nothing herein contained shall in anyway impair, alter or diminish the effect, lien or encumbrance of the Mortgage on the mortgaged premises, or any of the rights and remedies of the Mortgagee or any subsequent holder thereof.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 16 day of March, 2021.

WITNESSES:**"MORTGAGEE"**

D.R. HORTON, INC., a Delaware corporation

Kim Nolle
Print Name: Kim Nolle
Michelle Faro
Print Name: Michelle Faro

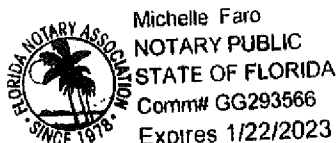
By: [Signature]
Name: Darren Saltzberg
Title: Division President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of March, 2021, by Darren Saltzberg, as Division President of D.R. HORTON, INC., a Delaware corporation, on behalf of the corporation, who is personally known to me or who has produced as identification.

My commission expires: 01-22-23



Michelle Faro
NOTARY PUBLIC, State of FLORIDA
Print Name: Michelle Faro

SCHEDULE A

Legal Description of Additional Property

Phase 2A

DESCRIPTION: A PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 25 RUN THENCE ALONG THE NORTH BOUNDARY THEREOF N.89°22'36"E., A DISTANCE OF 1878.15 FEET TO THE NORTHWEST CORNER OF ASHBERRY VILLAGE PHASE 1 AS RECORDED IN PLAT BOOK 83, PAGE 5 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF SAID ASHBERRY VILLAGE PHASE 1 THE FOLLOWING TWELVE (12) COURSES; 1) S.29°05'14"W., A DISTANCE OF 611.06 FEET; 2) EASTERLY, 194.06 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 481.00 FEET AND A CENTRAL ANGLE OF 23°07'00" (CHORD BEARING S.67°48'19"E., 192.75 FEET); 3) EASTERLY, 240.68 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 559.00 FEET AND A CENTRAL ANGLE OF 24°40'07" (CHORD BEARING S.67°01'46"E., 238.82 FEET); 4) S.35°18'18"W., A DISTANCE OF 78.00 FEET; 5) SOUTHERLY, 42.02 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 96°17'42" (CHORD BEARING S.06°32'51"E., 37.24 FEET); 6) S.48°24'00"E., A DISTANCE OF 50.00 FEET; 7) EASTERLY, 42.02 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 96°17'42" (CHORD BEARING N.89°44'51"E., 37.24 FEET); 8) SOUTHEASTERLY, 287.82 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 481.00 FEET AND A CENTRAL ANGLE OF 34°17'03" (CHORD BEARING S.24°57'46"E., 283.54 FEET); 9) S.07°49'15"E., A DISTANCE OF 36.85 FEET; 10) S.03°04'29"W., A DISTANCE OF 58.20 FEET; 11) S.07°49'15"E., A DISTANCE OF 153.63 FEET; 12) SOUTHWESTERLY, 38.87 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89°05'29" (CHORD BEARING S.36°43'30"W., 35.07 FEET) TO A POINT ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF STATE ROAD 56 AS DEDICATED IN OFFICIAL RECORDS BOOK 9430, PAGE 740 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES; 1) WESTERLY, 270.93 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 4708.66 FEET AND A CENTRAL ANGLE OF 03°17'48" (CHORD BEARING S.79°37'23"W., 270.89 FEET); 2) S.77°58'29"W., A DISTANCE OF 1648.80 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE N.35°08'51"W., A DISTANCE OF 324.71 FEET; THENCE S.82°39'42"W., A DISTANCE OF 155.51 FEET; THENCE S.30°18'39"W., A DISTANCE OF 157.90 FEET; THENCE

S.74°38'21"E., A DISTANCE OF 121.32 FEET; THENCE S.35°08'51"E., A DISTANCE OF 150.93 FEET TO A POINT ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID STATE ROAD 56; THENCE ALONG SAID RIGHT-OF-WAY LINE S.77°58'29"W., A DISTANCE OF 57.53 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE N.49°26'19"W., A DISTANCE OF 324.88 FEET; THENCE N.38°25'24"W., A DISTANCE OF 1453.72 FEET; THENCE N.06°39'55"E., A DISTANCE OF 436.20 FEET TO A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE ALONG SAID NORTH BOUNDARY N.89°21'59"E., A DISTANCE OF 1117.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 99.49 ACRES, MORE OR LESS.

AND

Phase 2B

DESCRIPTION: A PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 26 SOUTH, RANGE 19 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF TRACT B-2A OF ASHBERRY VILLAGE PHASE 1 AS RECORDED IN PLAT BOOK 83, PAGE 5 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, RUN THENCE ALONG THE EAST BOUNDARY THEREOF THE FOLLOWING FIVE (5) COURSES; 1) N.09°03'18"E., A DISTANCE OF 132.32 FEET; 2) S.80°56'42"E., A DISTANCE OF 33.00 FEET; 3) N.09°03'18"E., A DISTANCE OF 396.00 FEET; 4) N.80°56'42"W., A DISTANCE OF 70.00 FEET; 5) N.09°03'18"E., A DISTANCE OF 95.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF TRACT B-2 OF SAID ASHBERRY VILLAGE PHASE 1; THENCE ALONG SAID SOUTH BOUNDARY S.80°56'42"E., A DISTANCE OF 620.16 FEET TO A POINT ON THE WESTERLY MAINTAINED RIGHT-OF-WAY LINE OF MORRIS BRIDGE ROAD (PROJECT NUMBER C-3132.01), ACCORDING TO ROAD PLAT BOOK 3, PAGE 381, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES 1) S.09°03'15"W., A DISTANCE OF 56.33 FEET; 2) N.81°07'49"W., A DISTANCE OF 30.16 FEET; 3) S.09°03'18"W., A DISTANCE OF 564.70 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE N.81°10'17"W., A DISTANCE OF 553.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.72 ACRES, MORE OR LESS.