

PREPARED BY AND RETURN TO:

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

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

**FIRST AMENDMENT TO COMMUNITY DECLARATION AND
ASSOCIATION BYLAWS FOR DEL WEBB NOCATEE**

THIS FIRST AMENDMENT TO COMMUNITY DECLARATION AND ASSOCIATION BYLAWS FOR DEL WEBB NOCATEE (the "**First Amendment**") is made as of July 24, 2019, 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 NOCATEE HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "**Association**") and **SONOC COMPANY, LLC**, a Delaware limited liability company ("**Sonoc**").

WITNESSETH:

WHEREAS, Declarant, with the joinder of the Association and Sonoc, entered into that certain Community Declaration for Del Webb Nocatee recorded March 20, 2019 in Official Records Book 4696, Page 781 of the Public Records of St. Johns County, Florida (collectively, the "**Declaration**");

WHEREAS, pursuant to Section 4.3 of the Declaration, prior to the Turnover, 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;

WHEREAS, the Turnover has not yet occurred;

WHEREAS, Declarant and the Association own all of the Lots and Common Areas in DEL WEBB NOCATEE at the time of execution and of recordation of this First Amendment;

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;

WHEREAS, Declarant is desirous of executing and recording this First Amendment for the purpose of (i) amending and restating the definitions of Common Areas and Initial Capital Contributions in Section 2 and Sections 5.1, 10.2, 12.2, 12.4.3, 12.12, 12.14, 12.16, 12.20, 12.24, 12.34, 17.1, 17.11 and 19.5 of the Declaration and (ii) adding Section 12.52 to the Declaration all as more particularly set forth hereinbelow;

WHEREAS, the Bylaws of the Association are attached as Exhibit 3 to the Declaration;

WHEREAS, Section 12.2 of the Bylaws provides that, prior to Turnover, Declarant shall have the right to amend the Bylaws as it deems appropriate, without the consent or joinder of any person or entity, except as limited by applicable law, turnover has not occurred; and

WHEREAS, Turnover has not occurred and the amendment to the Bylaws effected by this First Amendment is not limited by applicable law;

WHEREAS, Declarant is desirous of executing and recording this First Amendment for the purpose of amending and restating Section 4 of the Bylaws, all as more particularly set forth hereinbelow;

WHEREAS, the Association desires to join in this First Amendment to confirm its approval of and consent to same; and

WHEREAS, Sonoc, pursuant to the Sonoc Approval Rights granted in Section 29.5 of the Declaration, desires to join in this First amendment to confirm its review of and consent to same.

NOW, THEREFORE, for and in consideration of these premises, the mutual covenants contained in this First Amendment, Declarant hereby amends the Declaration, and the Association and Sonoc hereby join in and consent to this First 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. **Amendment and Restatement of the Definitions of Common Areas and Initial Capital Contributions in Section 2 and Sections 5.1, 10.2, 12.2, 12.4.3, 12.12, 12.14, 12.16, 12.20, 12.24, 12.34, 17.1, 17.11 and 19.5**. The definitions of Common Areas and Initial Capital Contributions in Section 2 and Sections 5.1, 10.2, 12.2, 12.4.3, 12.12, 12.14, 12.16, 12.20, 12.24, 12.34, 17.1, 17.11 and 19.5 are hereby amended and restated in their entirety to read as follows (additions underlined and deletions identified by strike-through):

“Common Areas” shall mean all real property interests and personalty within DEL WEBB NOCATEE designated as Common Areas from time to time by the Declarant, by this Declaration, by the Plat or by recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within DEL WEBB NOCATEE. Common Areas shall also include all CDD Tracts within DEL WEBB ~~e-TOWN~~NOCATEE for which the Association has assumed operational and maintenance responsibility pursuant to an agreement with the CDD. The Common Areas may include, without limitation, Surface Water Management System, Front Entrance Landscape Improvements, Pond Parcel 1, the private streets and roadways within DEL WEBB NOCATEE, the Recreational Facilities (as defined herein), including the Community Amenity, Conservation Easement Property, Private Drainage Easements, Landscape Easements, entrance gates, features and signs, manned gatehouses, fountains in ponds, buffer or landscaped areas, open space areas,

internal buffers, perimeter buffers, perimeter walls and fences, easement areas owned by others, public rights of way, Retention Areas, conservation, preserve and open space areas, irrigation facilities, sidewalks, street lights, and commonly used utility facilities. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS OR RECREATIONAL FACILITIES TO BE CONSTRUCTED BY DECLARANT OR TO BE OWNED OR OPERATED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION. FURTHER, AND WITHOUT LIMITING THE FOREGOING, CERTAIN AREAS THAT WOULD OTHERWISE BE COMMON AREAS SHALL BE OR HAVE BEEN CONVEYED TO THE CDD AND SHALL COMPRISE PART OF THE CDD FACILITIES. SUCH CDD FACILITIES SHALL NOT CONSTITUTE COMMON AREAS UNLESS THE ASSOCIATION UNDERTAKES TO OPERATE AND MAINTAIN SAME PURSUANT TO AN AGREEMENT WITH THE CDD.

"Initial Capital Contribution" shall have the meaning set forth in Section 17.11 hereof.

5.1 Annexation by Declarant. Prior to Up to the date that is five (5) years after the Community Completion Date, additional lands may be made part of DEL WEBB NOCATEE by Declarant and the addition of such lands shall automatically extend the Community Completion Date to allow the development of same. Except for applicable governmental approvals (if any), and the joinder of the Owner of the annexed lands, if other than Declarant, no other consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners or any Lenders). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration to this Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of DEL WEBB NOCATEE at the time of execution and recordation of this Declaration. Such Supplemental Declaration may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Except as otherwise provided herein, prior to the Community Completion Date, only Declarant may add additional lands to DEL WEBB NOCATEE.

10.2 Duplex Maintenance. For Duplex Lots and Duplexes only, the Association shall be responsible for the following maintenance (together the “Duplex Maintenance”):

10.2.1 operation, maintenance, repair and replacement of any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines and time clocks, wherever located) serving the Duplex Lots (the “Duplex Lot Irrigation System”), including water, reclaimed water and other utility charges, except that the Association shall have no responsibility for any sprinklers or other irrigation equipment installed by the Owner or Occupant of any Duplex Lot;

10.2.2 maintenance (including, mowing, edging, fertilizing, watering, mulching, pruning, and replacing, and controlling disease and insects), of all lawns and landscaping installed on the Duplex Lots as part of the initial construction on the Duplex Lots, specifically excluding any landscaping located within any enclosed courtyard, patio, screened or fenced area or other area not readily accessible from outside the dwelling the “Enclosure Landscaping”). All Enclosure Landscaping must be approved by the ARC and shall be irrigated and maintained by the Duplex Lot Owner at their sole cost and expense. Notwithstanding the foregoing, Duplex Lot Owners, and not the Association or the Association’s landscape maintenance contractor, shall be responsible for repair and restoration, including installation of fill and replacing landscaping as necessary, of any areas of the Duplex Lots in which landscaping, paved areas or any other improvements are washed out, subject to erosion or settling or otherwise damaged or altered as a result of discharge or runoff of water from rain, storms, pressure cleaning or other sources, including all runoff and discharges of water from Duplex roofs, gutters or downspouts or from any paved areas in and around such Duplex Lot.;

10.2.3 Maintenance of sidewalks, irrigation facilities, trees and landscaping (including irrigation of same) located in private street rights of way adjacent to the Duplex Lots.;

10.2.4 The operation and maintenance of the Duplex Lot Irrigation System shall be under the exclusive control of the Association and any landscaping or irrigation contractor retained by the Association. No Owner, Lessee, Immediate Family Member or other Guest or invitee shall attempt to program, tamper with, alter or modify any Duplex Lot Irrigation System or the spray field or hours of operation of any Duplex Lot Irrigation System. If any portion of an Owner’s Duplex Lot Irrigation System is malfunctioning, such Owner or their Lessee shall promptly notify the Association with respect to same.;

10.2.5 painting of all exterior painted portions of any dwelling except exterior doors, which shall be painted as needed by the Duplex Lot

Owner, including any garage, garage door, ~~exterior doors~~, gutters, downspouts, shutters, fascia on the dwelling, and any Party Wall or fence erected along the Lot boundaries as part of the original construction on the Duplex Lots or any replacement thereof (“Boundary Fences”);

10.2.6 pressure cleaning of ~~exterior walkways, front steps, roofs,~~ and the exterior walls of all dwellings and garages;

10.2.7 repair and replacement of all roofs on Duplexes, including covered porches and garages, installed as part of the original construction on the Duplex Lots;

10.2.8 repair and replacement of any Boundary Fences originally installed by Declarant;

10.2.9 repair and replacement of gutters, downspouts, shutters and fascia on any Duplex, including covered porches and garages; provided same were installed as part of the original construction on the Duplex Lots. The Duplex Lot Owner, and not the Association, shall be responsible for cleaning and removal of debris from gutters and downspouts and shall be responsible for any repair (and replacement if required) for any damage to the gutters, downspouts, shutters and fascia on their Duplex resulting from such Duplex Lot Owner’s failure to clean and remove debris (with respect to gutters and downspouts) or the negligent or willful acts of the Duplex Lot Owner, their Lessees and their respective Immediate Family Members, Guests and invitees. If any Owner fails to conduct such repair and replacement, the Association may (but shall not be obligated to) conduct same and the Association’s costs incurred in connection with same shall be an Individual Assessment against such Owner’s Duplex Lot.

10.2.10 at the Association’s option (but without any obligation to provide same) termite treatment of all exterior walls and foundations of dwellings and garages provided that the Association shall not be liable if such treatment proves to be ineffective;

10.2.11 repair or replacement of any mail kiosk for the Duplex originally installed by Declarant, whether on Lot or in the Common Area; and

10.2.12 maintenance, repair and replacement, including repaving and resurfacing of the portions of any driveways, sidewalks and walkways located on any Duplex Lots and installed as part of the original construction on the Duplex Lots, however, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to any such driveway, sidewalk or walkway in the event that the negligent or willful acts of such Owner, their Lessees, Immediately Family Members, Guests or invitees caused such damage. Failure of an Owner to reimburse the

Association any costs necessitated by such negligent or willful acts shall subject the Owner to an Individual Assessment for such costs.

All items of Duplex Maintenance to be conducted by the Association as set forth above (i) shall be conducted exclusively by the Association and Owners shall have no right to conduct such maintenance, repair and replacement and (ii) shall be conducted at such times, in such manner and to such standards as are determined by the Board in its sole and exclusive discretion.

All other portions of the Duplex Lots and Duplexes, including any porches, patios or courtyards, shall be the responsibility of the respective Owners, including, without limitation, maintenance, repair, and replacement, as necessary, of all pipes, lines, wires, conduits, or other apparatus which serve only the Duplex Lot, whether located within or outside the Duplex Lot's boundaries (including all utility lines and courtyard drain and associated pipes serving only the Duplex Lot).

12.2 Animals. No animals of any kind shall be raised, bred or kept within DEL WEBB NOCATEE for commercial purposes. Except as provided below, Owners may keep up to a total of three (3) domesticated pets at any one time as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. Without limiting the generality of the foregoing, dog breeds or partial breeds that include pit bulls or other breeds deemed to be dangerous by the Board in its sole discretion are prohibited. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Lot. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. The person walking the pet or the Owner are required to pick up, remove and properly dispose of litter deposited by their pets within DEL WEBB NOCATEE. Each Owner shall be responsible for the activities of its pet.

12.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, boat, trailer, including without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within DEL WEBB NOCATEE. ~~No commercial vehicle or limousine may be kept within DEL WEBB NOCATEE~~ except in the garage of a Home with the garage door closed. Notwithstanding the foregoing, motor home or recreational vehicles which are owned or being utilized by the Owner or Lessee of a Home may be parked in the driveway for not more than a twenty-four (24) hour period for loading and unloading purposes. The term "commercial vehicle" shall not

be deemed to include law enforcement vehicles or recreational or sport utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within DEL WEBB NOCATEE. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), scooters or mini motorcycles are permitted at any time on any private streets, roadways, sidewalks or other paved surfaces forming a part of the Common Areas. Additionally no ATVs, scooters or mini motorcycle may be parked or stored within DEL WEBB NOCATEE, including any Lot, except in the garage of a Home with the garage door closed.

12.12 Drainage System. Drainage systems and drainage facilities may be part of the Common Areas, located within Lots or part of the SWMS dedicated to the Association by Plat. Once drainage systems or drainage facilities are installed by Declarant, the maintenance of such systems and/or facilities thereafter shall be the responsibility of the Association; however, the Association shall not have any responsibility for landscape maintenance within any Lot, except Duplex Maintenance to be conducted by the Association pursuant to Section 10.2 above, and the Owner of any such Lot shall be required to maintain such Lot in accordance with the provisions of Section 11 of this Declaration. In the event that such system or facilities (whether comprised of swales, pipes, pumps, water body slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions, the cost of the Association to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the ~~record title~~ Owner of such Lot containing all or a part of such drainage system and/or facilities and shall be an Individual Assessment against such Owner's Lot pursuant to Section 17.2.6 below. By way of example, and not of limitation, if a tree is planted on one Lot and the roots of such tree subsequently affect pipes or other drainage facilities within another Lot or adjacent Common Area, the Owner of the Lot containing such tree (irrespective of whether such Owner planted such tree) shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot, regardless of whether such owner planted such tree. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Lot, the Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Expenses. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION AND DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

12.14 Fences/Screens. No fences shall be erected or installed by any Owner of a Lot without prior written consent of the ARC. No fences shall be erected or installed by any Owner of a Lot within any Conservation Easement Property, including upland buffer areas, or any Perimeter Buffer Easement. No chain link or wooden fencing of any kind shall be allowed, and unless otherwise approved by Declarant (or the Association following the Turnover Date). If allowed on Duplex Lots, Rear and side yard fences for Duplex Lots shall have access gates a minimum of five feet (5') wide for the Association to conduct Duplex Maintenance as provided in Section 10.2 above. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences must be in compliance with the Architectural Guidelines. All fences (except the portions thereof running from the property line to the Home) must be installed on the property line of the Owner's Lot. If any existing fence or Perimeter Wall/Fence is installed on the property line between an Owner's Lot and Lot or Common Area adjacent to such Owner's Lot, no fence may be installed on such Owner's Lot that is parallel with such existing fence or Perimeter Wall/Fence. With ARC approval, such Owners may install fences on their Lots which abut perpendicularly (or at such other angle as is consistent with the angle of the Lot line of such Owner's Lot as same abuts the existing fence or Perimeter Wall/Fence) against such existing fence or Perimeter Wall/Fence, but no such fence shall be affixed to such existing fence or Perimeter Wall/Fence. The Owner of the Lot is solely responsible for (i) fence repair or replacement if the Perimeter Wall/Fence Easement area needs to be accessed for repairs and (ii) Perimeter Wall/Fence repair or replacement if the Perimeter Wall/Fence is damaged by the installation or use of the Lot Owner's permitted fence. Due to the Association's maintenance requirements and responsibilities and the rights of utility providers, the installation of fences within a Private Drainage Easement (or other drainage easement area) ~~or, an Access and Maintenance Easement or any utility easement~~ is not expected to be approved by the ARC. However, in the event a fence is installed within such areas, ~~with prior written ARC approval,~~ the Owner is solely responsible for fence repair or replacement if such areas need to be accessed for installation of facilities or for maintenance, repair or other permitted purposes. ~~In addition to ARC approval,~~ Owners installing, maintaining, repairing or replacing fences in drainage easement areas, an Access and Maintenance Easement or utility easement areas shall be responsible for repair of all damage to all portions of the SWMS, any utility facilities or any other Common Area improvements located within same in connection with any such installation, maintenance, repair or replacement. If such Owner does not repair any such damage, the Association may, but shall not be obligated to, repair such damage and assess all costs and expenses incurred in connection with same as an Individual Assessment against such Owner's Lot. In connection with any ARC approval for fences installed within any such areas, the ARC may require such Owner must to obtain, at his or her own cost and expense, an agreement in writing executed by the Association approving such fence, which agreement may be recorded in the Public Records at such Owner's expense by the Association in its sole and absolute discretion. All screening and screened enclosures shall have the prior written approval of the ARC and shall be in

compliance with the Architectural Guidelines. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ARC and all decks shall have the prior written approval of the ARC.

12.16 Fuel Storage. No fuel storage shall be permitted within DEL WEBB NOCATEE, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices and in compliance with the Rules and Regulations and with all applicable laws and codes. All outdoor fuel storage tanks shall be appropriately screened by fence, enclosure or landscaping so that the fuel storage tank cannot be viewed from outside the Lot in accordance with the applicable requirements of the Architectural Guidelines, if any, and subject to approval by the ARC pursuant to Section 19 below.

12.20 Garbage Cans. Trash collection and disposal procedures established by the County, any private trash hauling company (if applicable) and the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from outside the Home or Lot. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up.

12.24 Water Body Slopes. The rear yard of some Lots may border Retention Areas or lakes or water bodies forming part of the Common Areas or part of the SWMS. The Association will maintain portions of the Common Areas and SWMS contiguous to the rear yard of the Lot ~~that~~ which comprise part of the water body slopes and banks to prevent or restore erosion of slopes and banks due to drainage or roof culvert outfalls. ~~The record title Owner~~ of each Lot bordering on the water body shall ensure that water body banks and slopes located on their Lot remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. ~~Each record title Owner~~ of each Lot bordering on the water body, by the acceptance of a deed to their Lot, hereby grants Association an easement of ingress and egress across his or her Lot to all adjacent water body areas for the purpose of ensuring compliance with the requirements of this Section.

12.34 Roofs, Driveways and Pressure Cleaning. Roofs, exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure cleaned within thirty (30) days of notice by the ~~ARC~~ Association to the Owner of the Lot. No surface applications to driveways shall be permitted without the prior written approval of the ARC as to material, color and pattern. Such applications shall not extend beyond the Lot line or include the sidewalk. All roofs must be in compliance with the Architectural Guidelines.

17.1 General. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Board, assessments or charges as are fixed, established and collected from time to time by the Association (collectively, the "Assessments"). As Vacant Lots (as defined herein) ~~and~~, Spec Lots (as defined herein) and VG Lots (as defined herein) are not improved or may not receive certain services, Declarant and any record title owner of a Vacant Lot ~~or a~~, Spec Lot or VG Lot shall not be assessed uniformly with Lots containing completed Homes which are not Spec Lots or VG Lots.

17.11 Initial Capital Contribution. The first purchaser of a Lot from the Declarant shall pay to the Association an Initial ~~Capital~~ Contribution in the amount ~~TWOTHREE THOUSAND AND NO/100 DOLLARS (\$2,000.00)~~ THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) (the "Initial Capital Contribution") at the time of closing of the conveyance. The funds derived from the Initial ~~Capital~~ Contributions are deemed income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs.

19.5 Architectural Guidelines. Each Owner and its contractors and employees shall observe, and comply with, and all construction in DEL WEBB NOCATEE shall be consistent with the Architectural Guidelines which now or may hereafter be promulgated by the Declarant or the ARC and the applicable requirements of the Sonoc Deed Restrictions. The Architectural Guidelines shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Architectural Guidelines shall not require any Owner to alter the improvements previously constructed in compliance with the Architectural Guidelines then in effect and the Sonoc Deed Restrictions. Until the Community Completion Date, Declarant shall have the right to approve, adopt or amend the Architectural Guidelines in its sole discretion.

3. Addition of Section 12.52. The following section 12.52 is hereby added to the Declaration:

12.52 Roofs, Driveways and Pressure Cleaning. To the extent not conducted by the Association as a part of Duplex Maintenance, roofs, exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure cleaned within thirty (30) days of notice by the Association to the Owner of the Lot. No surface applications to driveways shall be permitted without the prior written approval of the ARC as to material, color and pattern. Such applications shall not extend beyond the Lot line or include the sidewalk. All roofs must be in compliance with the Architectural Guidelines.

4. **Sonoc Joinder in First Amendment.** Sonoc has joined in the execution of this First Amendment to confirm its review and consent to same pursuant to the Sonoc Approval Rights set forth in Section 29.5 of the Declaration. Neither Sonoc's joinder in or consent to this First Amendment or Sonoc's exercise of any of the Sonoc Approval Rights shall (i) make Sonoc a Declarant under the Declaration, (ii) make Sonoc responsible for any duty or obligation of Declarant, the Association or any Owner or Lessee under the Declaration or (iii) make Sonoc a "Developer" as such term is defined in Chapter 720 of the Florida Statutes with respect to any portion of DEL WEBB NOCATEE.

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

[Signatures on the Following Page]

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

WITNESSES:

"DECLARANT"

PULTE HOME COMPANY, LLC, a Michigan limited liability company

Wesley Hert
Print Name: Wesley Hert

By: [Signature]
Print Name: JUSTIN DUDLEY
Title: Director of Land

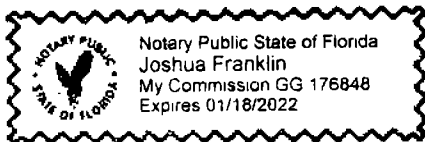
[Signature]
Print Name: Lawre Copeland

Address: 124 Del Webb Parkway
Ponte Vedra, FL 32081

STATE OF FLORIDA)
COUNTY OF ST. JOHN'S)

The foregoing instrument was acknowledged before me this 24th day of July, 2019, by Justin Dudley, as Director of Land ~~Agent~~ for **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]



[Signature]
Notary Public Signature
Notary Public, State of Florida
Commission No.: 176848
My Commission Expires: 1/18/2022

JOINDER OF THE ASSOCIATION

DEL WEBB NOCATEE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), does hereby join in and consent to the First 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 24th day of July, 2019.

WITNESSES:

"ASSOCIATION"

DEL WEBB NOCATEE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

[Signature]
Print Name: Laura Copeland

By: [Signature]

[Signature]
Print Name: Gretchen Langer

Print Name: Wesley Hunt
Title: President

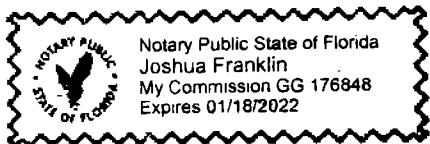
{CORPORATE SEAL}

Address: 124 Del Webb Parkway
Ponte Vedra, FL 32081

STATE OF FLORIDA)
COUNTY OF St. Johns)

The foregoing instrument was acknowledged before me this 24th day of July, 2019, by Wesley Hunt, as President of **DEL WEBB NOCATEE 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.: 176848
My Commission Expires: 1/18/2022

JOINDER OF SONOC COMPANY, LLC

SONOC COMPANY, LLC, a Delaware limited liability company ("**Sonoc**") does hereby join in this FIRST AMENDMENT TO COMMUNITY DECLARATION FOR DEL WEBB NOCATEE (this "**First Amendment**"), to which this Joinder is attached, for the purpose of confirming Sonoc's review of and consent to this First Amendment pursuant to its Sonoc Approval Rights under Section 29.5 of the Declaration (as defined herein). Sonoc's consent to this First Amendment, as evidenced by Sonoc's joinder in same, (i) shall not constitute a warranty or representation by Sonoc to any party regarding the First Amendment (other than Sonoc's approval of same as provided above) or the Declaration, (ii) shall not create any obligation on the part of Sonoc to perform any obligation of Declarant, the Association or any Owner or Lessee under the Declaration or Governing Documents (or any liability for Sonoc should any such parties fail to perform any of their obligations under the Declaration or Governing Documents) and (iii) shall not make Sonoc a joint-venturer, co-venturer, partner or affiliate of (or in any way vicariously liable for the actions or inaction of) Declarant, the Association or any Owner or Lessee.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 30th day of July, 2019.

WITNESSES:

SONOC COMPANY, LLC, a Delaware limited liability company

Julie Bauges
Print Name: Julie Bauges

By: [Signature]
Name: Scott A. Oko
Title: Vice President

Jill Whalen
Print Name: Jill Whalen

{CORPORATE SEAL}

Address: 4310 Pablo Oaks Court
Jacksonville, FL 32224

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 30th day of July, 2019 by Scott A. Oko, as V.P. of SONOC COMPANY, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or who has produced as identification.



Tina E Miller
NOTARY PUBLIC, State of Florida at Large
Print Name: _____

My commission expires: