

PREPARED BY AND RETURN TO:

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

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**SECOND AMENDMENT TO COMMUNITY DECLARATION
FOR DEL WEBB NOCATEE**

THIS SECOND AMENDMENT TO COMMUNITY DECLARATION FOR DEL WEBB NOCATEE (the "**Second Amendment**") is made as of November 5, 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**").

W I T N E S S E T H:

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, as amended by that certain First Amendment to Community Declaration and Association Bylaws for Del Webb Nocatee recorded on August 05, 2019 in official Records Book 4772, Page 609 (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, the proposed amendment 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 Second Amendment for the purpose of amending and restating Section 17.11 of the Declaration with respect to Initial Contributions all as more particularly set forth hereinbelow;

WHEREAS, the Association desires to join in this Second 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 Second 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 Second Amendment, Declarant hereby amends the Declaration, and the Association and Sonoc hereby join in and consent to this Second 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 Section 17.11**. Section 17.11 is hereby amended and restated in its entirety to read as follows (additions underlined and deletions identified by strike-through):

17.11 **Initial Contribution**. The first purchaser of a Lot from the Declarant shall pay to the Association an Initial Contribution in the amount ~~THREE THOUSAND ZERO AND NO/100 DOLLARS (\$3,000.00.00.00)~~ (the "Initial Contribution") at the time of closing of the conveyance. Notwithstanding anything else provided in the Declaration, the Declarant reserves the right to increase the amount of the Initial Contribution by amendment of this Declaration pursuant to Section 4.3 above at any time prior to Turnover in its sole discretion. The funds derived from the Initial 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.

3. **Sonoc Joinder in Second Amendment**. Sonoc has joined in the execution of this Second 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 Second 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.

4. **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 Second 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.

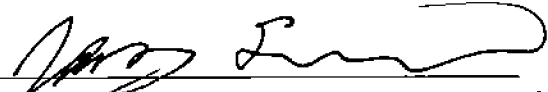
[Signatures on the Following Page]


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

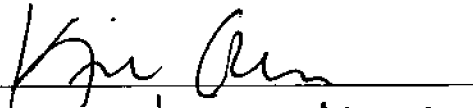
WITNESSES:

"DECLARANT"

PULTE HOME COMPANY, LLC, a Michigan limited liability company



Print Name: Jeffrey Townsend

By: 
Print Name: Justin Dudley
Title: Director of Land

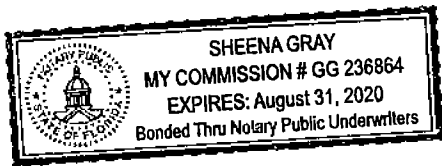

Print Name: Kim Abreu

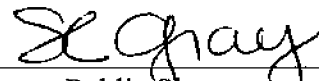
Address: 124 Del Webb Parkway
Ponte Vedra, FL 32081

STATE OF FLORIDA)
COUNTY OF St Johns)

The foregoing instrument was acknowledged before me this 5 day of November, 2019, by Justin Dudley 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.: GG 236864
My Commission Expires: Aug 31, 2020

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 Second 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 8th day of November, 2019.

WITNESSES:

"ASSOCIATION"

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

[Signature]
Print Name: MARY BURNS
[Signature]
Print Name: Christopher Cleary

By: [Signature]
Print Name: Wesley Hunt
Title: President

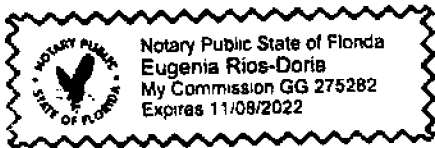
{CORPORATE SEAL}

Address: 124 Del Webb Parkway
Ponte Vedra, FL 32081

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 8 day of November, 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.: GG 275282
My Commission Expires: 11/08/2022

JOINDER OF SONOC COMPANY, LLC

SONOC COMPANY, LLC, a Delaware limited liability company ("**Sonoc**") does hereby join in this SECOND AMENDMENT TO COMMUNITY DECLARATION FOR DEL WEBB NOCATEE (this "**Second Amendment**"), to which this Joinder is attached, for the purpose of confirming Sonoc's review of and consent to this Second Amendment pursuant to its Sonoc Approval Rights under Section 29.5 of the Declaration (as defined herein). Sonoc's consent to this Second Amendment, as evidenced by Sonoc's joinder in same, (i) shall not constitute a warranty or representation by Sonoc to any party regarding the Second 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 6th day of Nov, 2019.

WITNESSES:

SONOC COMPANY, LLC, a Delaware limited liability company

Brooke Green
Print Name: Brooke Green

Julie Baugus
Print Name: Julie Baugus

By: [Signature]
Name: JED V. DAVIS
Title: PRESIDENT

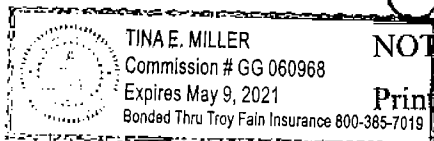
{CORPORATE SEAL}

Address: 4310 Pablo Oaks Court
Jacksonville, FL 32224

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 6th day of Nov, 2019 by Jed V. Davis, as President 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: Tina E Miller



My commission expires: