

Instr #2021036214 BK: 5225 PG: 1419, Filed & Recorded: 4/1/2021 3:10 PM #Pgs:6
Brandon J. Patty, Clerk of the Circuit Court and Comptroller St. Johns County FL Recording \$52.50

PREPARED BY AND RETURN TO:

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215 N. Eola Drive
Orlando, Florida 32801

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

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

THIS FOURTH AMENDMENT TO COMMUNITY DECLARATION FOR DEL WEBB NOCATEE (the "**Fourth Amendment**") is made as of March 22, 2021, 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, as amended by (i) 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, (ii) that certain Second Amendment to Community Declaration for Del Webb Nocatee recorded on November 12, 2019 in Official Records Book 4829, Page 1911 and (iii) that certain Supplemental Declaration and Third Amendment to Community Declaration for Del Webb Nocatee recorded on February 9, 2021 in Official Records Book 5175, Page 1171 all 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, 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 Fourth Amendment for the purpose of adding Section 11.10 to the Declaration with respect to Duplex Owner's

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responsibility to obtain termite treatment for their Duplex all as more particularly set forth hereinbelow;

WHEREAS, the Association desires to join in this Fourth 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 Fourth 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 Fourth Amendment, Declarant hereby amends the Declaration, and the Association and SONOC hereby join in and consent to this Fourth 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. **Addition of Section 11.10**. The following Section 11.10 is hereby added to the Declaration:

11.10 **Duplex Termite Treatment**. As provided in Section 10.2.10 of the Declaration, the Association, at its option may provide termite treatment of all exterior walls and foundations of dwellings and garages of Duplexes as part of the Duplex Maintenance conducted by the Association. In the event the Association elects to provide such termite treatment, Owners of Duplexes (the "**Duplex Owners**") shall have no obligation to separately obtain termite treatment for their Duplexes. If the Association elects to not provide termite treatment for Duplexes, each Duplex Owner shall obtain and renew contracts for annual termite treatment of all exterior walls and foundations of the dwelling and garage of their Duplex ("**Duplex Termite Treatment**") at such Duplex Owner's sole cost and expense. Duplex Termite Treatment shall be obtained from a contractor licensed in the State of Florida and the County to provide such services. If Duplex Owners are required to obtain Duplex Termite Treatment, each Duplex owner shall provide written evidence of such initial and annual Duplex Termite Treatment to the Association by deadlines established by the Association. In the event a Duplex Owner fails to obtain annual Duplex Termite Treatment in accordance with the requirements of this Section 11.10 and the Rules and Regulations of the Association with respect to same, the Association may, but shall not be obligated to, obtain such Duplex Termite Treatment for such Duplex Owner's Duplex and assess the cost of same, plus an administrative fee of fifteen percent (15%) as an Individual Assessment against such Duplex Owner's Duplex Lot. Notwithstanding the provision of Section 10.2.10, this Section 11.10, or any action on the part of the Association in monitoring or failing to monitor or conducting or failing to conduct Duplex Termite Treatment, neither Declarant, the Association or any of the Indemnified Parties will be responsible for any termite damage to any Duplex or any damage, loss, cost,

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liability or expense arising from any Duplex Termite Treatment or any failure to conduct any Duplex Termite Treatment.

3. **SONOC Joinder in Fourth Amendment.** SONOC has joined in the execution of this Fourth 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 Fourth 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 Fourth 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]

COPY

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IN WITNESS WHEREOF, Declarant has caused this Fourth 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 Hunt
Print Name: Wesley Hunt

By: [Signature]
Print Name: DOUG HOFFMAN
Title: VP OF LAD

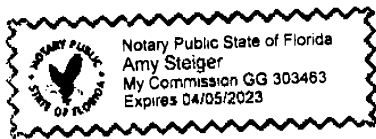
[Signature]
Print Name: MARY BURNS

Address: 124 Del Webb Parkway
Ponte Vedra, FL 32081

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 9 day of March, 2021, by Doug Hoffman as VP of Land Dev 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]



COPY

[Signature]
Notary Public Signature
Notary Public, State of Florida
Commission No.: 41512023
My Commission Expires: 663034103

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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 Fourth 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 31 day of March, 2021.

WITNESSES:

"ASSOCIATION"

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

MARY BURNS
Print Name: MARY BURNS

CARE TORRES
Print Name: CARE TORRES

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

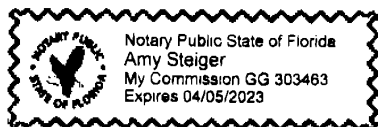
{CORPORATE SEAL}

Address: 124 Del Webb Parkway
Ponte Vedra, FL 32081

STATE OF FLORIDA)
COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 31 day of March, 2021, by Eric Baker, as _____ 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 N/A as identification].

[NOTARY SEAL]



[Signature]
Notary Public Signature
Notary Public, State of Florida
Commission No.: GG303463
My Commission Expires: 4/5/2023

JOINDER OF SONOC COMPANY, LLC

SONOC COMPANY, LLC, a Delaware limited liability company ("**SONOC**") does hereby join in this FOURTH AMENDMENT TO COMMUNITY DECLARATION FOR DEL WEBB NOCATEE (this "**Fourth Amendment**"), to which this Joinder is attached, for the purpose of confirming SONOC's review of and consent to this Fourth Amendment pursuant to its Sonoc Approval Rights under Section 29.5 of the Declaration (as defined herein). SONOC's consent to this Fourth Amendment, as evidenced by SONOC's joinder in same, (i) shall not constitute a warranty or representation by SONOC to any party regarding the Fourth 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 22 day of March, 2021.

WITNESSES:

SONOC COMPANY, LLC, a Delaware limited liability company

Dawn Bartman

Print Name: Dawn Bartman

Julie Baugus

Print Name: Julie Baugus

By: _____

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 by means of physical presence or online notarization this 22 day of March, 2021 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: _____

My commission expires: