

This Instrument Prepared by  
and After Recording Return to:  
James G. Kattelmann, Esquire  
Lowndes, Drosdick, Doster,  
Kantor & Reed, P.A.  
215 North Eola Drive  
Post Office Box 2809  
Orlando, Florida 32802-2809  
407-843-4600

**SUPPLEMENTAL DECLARATION AND FIFTH AMENDMENT TO COMMUNITY  
DECLARATION  
FOR DEL WEBB NOCATEE  
(ADDING DEL WEBB NOCATEE PHASE 2 Conservation Tracts)**

THIS SUPPLEMENTAL DECLARATION AND FIFTH AMENDMENT TO COMMUNITY DECLARATION FOR DEL WEBB NOCATEE (the "**Supplemental Declaration and Fifth Amendment**") is entered into as of the 23 day of August, 2021, by PULTE HOME COMPANY, LLC, a Michigan limited liability company authorized to transact business in the State of Florida ("**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 5, 2019 in Official Records Book 4772, Page 609, (ii) that certain Second Amendment to Community Declaration and Association Bylaws for Del Webb Nocatee recorded on November 12, 2019 in Official Records Book 4829, Page 1911, (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 ("**Supplemental Declaration and Third Amendment**"), and (iv) Fourth Amendment to Community Declaration for Del Webb Nocatee recorded on April 1, 2021 in Official Records Book 5225, Page 1419, all of the Public Records of St. Johns County, Florida, as same has been hereinbefore or may be hereinafter amended or supplemented (together the "**Declaration**"); and

**WHEREAS**, Declarant is the fee simple owner of certain property located in St. Johns County, Florida which is contiguous to the Phase 1 Property and/or Phase 2 Property and more particularly described on Exhibit "A" attached hereto and which constitute Common Area Tracts and Conservation Easement Property under the Declaration (such property being hereinafter described as the "**Phase 2 Conservation Tract Property**");

**WHEREAS**, pursuant to Section 5.1 of the Declaration, prior to the Community Completion Date, the Declarant, subject to applicable governmental approvals, and with the joinder of the Owner of the annexed lands, if other than Declarant, but without the requirement of consent from any other party (including, but not limited to, the Association, Owners or any

Lenders), may cause additional lands, including without limitation the Phase 2 Conservation Tract Property, to be made a part of DEL WEBB NOCATEE and to be brought within the provisions and applicability of the Declaration by the recording of a Supplemental Declaration to the Declaration in the Public Records; and

**WHEREAS**, the Community Completion Date has not yet occurred; and

**WHEREAS**, the Declarant is the Owner of the annexed Phase 2 Conservation Tract Property, so joinder of no other party is required; and

**WHEREAS**, Section 29.5.4 of the Declaration provides that, until such time as Declarant has purchased from SONOC all the land to be purchased by Declarant from SONOC pursuant to the Sonoc Purchase Agreement, Declarant shall obtain SONOC's prior written consent before annexing additional land to the Declaration, provided that annexation of additional land that Declarant has acquired from SONOC shall not require SONOC's written consent or joinder with respect to same; and

**WHEREAS**, Declarant has acquired the Phase 2 Conservation Tract Property from SONOC and SONOC's written consent or joinder to this Supplemental Declaration and Fifth Amendment is not required for the purpose of annexing the Phase 2 Conservation Tract Property to the Declaration pursuant to the provisions of Subsection 29.5.4 of the Declaration; and

**WHEREAS**, the Declarant has obtained all applicable governmental approvals required for the Phase 2 Conservation Tract Property to be made a part of DEL WEBB NOCATEE and brought within the provisions and applicability of the Declaration; and

**WHEREAS**, Declarant, as evidenced by its execution hereof, wishes and does hereby submit the Phase 2 Conservation Tract Property as part of DEL WEBB NOCATEE and brought within the provisions and applicability of the Declaration; and

**WHEREAS**, Declarant acquired the Phase 2 Conservation Tract Property from SONOC by Special Warranty Deed recorded July 26, 2021 in Official Records Book 5327, Page 285 of the Public Records of St. Johns County, Florida, a copy of which is attached as Exhibit "B" to this Supplemental Declaration and Fifth Amendment (the "Phase 2 Conservation Tract Sonoc Deed"); and

**WHEREAS**, the Phase 2 Conservation Tract Sonoc Deed sets forth certain covenants, restrictions and easements applicable with respect to the Phase 2 Conservation Tract Property which are identical in form to the Sonoc Restrictions applicable to (i) the Phase 1 Property set forth in the Sonoc Deed as described in Section 29.2 of the Declaration and attached as Exhibit 6 to the Declaration and (ii) the Phase 2 Property set forth in the Sonoc Phase 2 Deed attached as Exhibit B to the Supplemental Declaration and Third Amendment; and

**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; and

**WHEREAS**, the Turnover has not yet occurred; and

**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; and

**WHEREAS**, Declarant is desirous of executing and recording this Supplemental Declaration and Fifth Amendment for the purpose of amending and restating Section 29.2 of the Declaration to reference the Sonoc Phase 2 Conservation Tract Deed and the Sonoc Deed Restrictions imposed on the Phase 2 Conservation Tract Property pursuant to same all as more particularly set forth hereinbelow; and

**WHEREAS**, SONOC, pursuant to the Sonoc Approval Rights granted in Section 29.5 of the Declaration, desires to join in this Supplemental Declaration and Fifth Amendment to confirm its review of and consent to amending the Declaration as set forth herein; and

**WHEREAS**, the Association has joined in the execution of this Supplemental Declaration and Fifth Amendment to confirm its consent to and agreement to be bound by same; and

**NOW, THEREFORE**, the Declarant hereby declares that:

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

2. **Ratification of Declaration**. The Declarant hereby ratifies and affirms the provisions and applicability of the Declaration.

3. **Annexation of Phase 2 Conservation Tract Property**. Pursuant to Section 5.1 of the Declaration, the Phase 2 Conservation Tract Property is hereby annexed into and made a part of DEL WEBB NOCATEE and subjected to the covenants, conditions and restrictions of the Declaration. The Phase 2 Conservation Tract Property shall be held, occupied, sold and conveyed subject to the Declaration, which is for the purpose of enhancing and protecting the value, desirability and attractiveness of DEL WEBB NOCATEE (including the Phase 2 Conservation Tract Property) and which shall run with DEL WEBB NOCATEE (including the Phase 2 Conservation Tract Property). This Supplemental Declaration and Fifth Amendment shall be binding on and shall inure to the benefit of all parties having any right, title or interest in DEL WEBB NOCATEE (including the Phase 2 Conservation Tract Property) or any part thereof, their heirs, administrators, successors and assigns.

4. **Amendment and Restatement of Section 29.2**. Section 29.2 is hereby amended and restated in its entirety to read as follows (additions underlined and deletions identified by strike-through):

“29.2 Sonoc Deed Restrictions. Declarant acquired (i) the Phase 1 Property pursuant to that certain Special Warranty Deed from SONOC to Declarant recorded January 8, 2019 in Official Records Book 4665, Page 169 of the Public Records, a copy of which is attached as Exhibit 6 hereto (the "**Phase 1 Sonoc Deed**"), and (ii) the Phase 2 Property pursuant to that certain Special Warranty Deed from SONOC to Declarant recorded December 23, 2020 in Official Records Book 5133, Page 679 of the Public Records, a copy of which is attached as Exhibit B to the Third

Amendment to the Declaration (the "**Phase 2 Sonoc Deed**", and collectively with the Phase 1 Sonoc Deed, the "**Sonoc Deeds**") and (iii) the Phase 2 Conservation Tract Property pursuant to that certain Special Warranty Deed from SONOC to Declaration recorded on July 26, 2021 in Official Records Book 5327, Page 285 of the Public Records, a copy of which is attached as Exhibit B to the Supplemental Declaration and Fifth Amendment (the "**Phase 2 Conservation Tract Sonoc Deed**", and collectively with the Phase 1 Sonoc Deed and the Phase 2 Sonoc Deed, the "**Sonoc Deeds**") which contain certain covenants, restrictions and easements more particularly set forth in the Sonoc Deeds (together the "**Sonoc Deed Restrictions**"). All Lots, Homes and Common Areas within DEL WEBB NOCATEE shall be owned, held, conveyed, improved and occupied subject to and in compliance with the Sonoc Deed Restrictions, which are hereby incorporated and made a part of this Declaration as if fully set forth herein."

5. **SONOC Joinder for Third Amendment.** SONOC has joined in the execution of this Supplemental Declaration and Fifth Amendment to confirm its review and consent solely for the purpose of amending the Declaration pursuant to the Sonoc Approval Rights set forth in Section 29.5 of the Declaration. Neither SONOC's joinder in or consent to this Supplemental Declaration and Fifth 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.

6. **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 Supplemental Declaration and Fifth 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 executed this Supplemental Declaration and Fifth Amendment as of the date first set forth above.

Signed, sealed and delivered  
in the presence of:

David Crosby

Print Name: David Crosby

Zachary Decker

Print Name: Zachary Decker

**PULTE HOME COMPANY, LLC**, a  
Michigan limited liability company  
authorized to transact business in the State of  
Florida,

By: Justin Dudley

Name: Justin Dudley

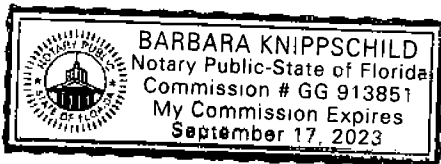
Title: VP of LAND Acq

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 16 day of August, 2021, by Justin Dudley as  
VP of LAND DEV. of PULTE HOME COMPANY, LLC, a Michigan limited liability  
company authorized to transact business in the State of Florida, on behalf of the company. He/She  
is personally known to me or has produced \_\_\_\_\_ as  
identification.

(NOTARY SEAL)



Barbara Knippschild

Notary Public; State of Florida  
Print Name Barbara Knippschild

My Commission Number: GG 913851

My Commission Expires: 9-17-2023

**JOINDER OF ASSOCIATION**

DEL WEBB NOCATEE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), does hereby join in and consent to the Supplemental Declaration and 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 16 day of August, 2021.

**WITNESSES:**

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

David Crosby

Print Name: David Crosby

Zachary Decker

Print Name: Zachary Decker

By: Nicole Pare

Name: Nicole Pare

Title: President

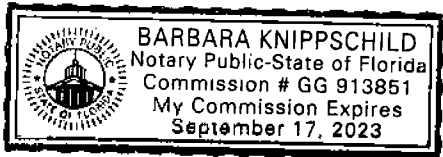
{CORPORATE SEAL}

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 16 day of August, 2021, by Nicole Pare, as President of DEL WEBB NOCATEE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Barbara Knippschild  
NOTARY SIGNATURE  
**Barbara Knippschild**

PRINTED NOTARY NAME  
NOTARY PUBLIC, STATE OF FLORIDA  
Commission Number: GG-913851  
My Commission Expires: 9.17.2023

**JOINDER OF SONOC COMPANY, LLC**

SONOC COMPANY, LLC, a Delaware limited liability company (“**SONOC**”) does hereby join in this SUPPLEMENTAL DECLARATION AND FIFTH AMENDMENT TO COMMUNITY DECLARATION FOR DEL WEBB NOCATEE (this “**Supplemental Declaration and Fifth Amendment**”), to which this Joinder is attached, for the purpose of confirming SONOC’s review of and consent to this Supplemental Declaration and Fifth Amendment pursuant to its Sonoc Approval Rights under Section 29.5 of the Declaration (as defined herein). SONOC’s consent to this Supplemental Declaration and Fifth Amendment, as evidenced by SONOC’s joinder in same, (i) shall not constitute a warranty or representation by SONOC to any party regarding the Supplemental Declaration and Fifth 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 23 day of August, 2021.

**WITNESSES:**

Julie Bangus  
Print Name: Julie Bangus  
Lauren Witkoich  
Print Name: Lauren Witkoich

SONOC COMPANY, LLC, a Delaware limited liability company

By: Harry D. Francis  
Name: Harry D. Francis  
Title: V.P.

{CORPORATE SEAL}

Address: 4310 Pablo Oaks Court  
Jacksonville, FL 32224

STATE OF FLORIDA )  
COUNTY OF Florida )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 23 day of August, 2021 by Harry D. Francis, 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 SIGNATURE  
Tina E. Miller  
PRINTED NOTARY NAME  
NOTARY PUBLIC, STATE OF FLORIDA  
Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**Phase 2 Conservation Tract Property:**

Tracts "Q", "R", "S", "T", "U" and "V", as shown on the plat of Deep Creek Landing Phase 2, as recorded in Map Book 104, Pages 42-60 of the Public Records of St. Johns County, Florida.



**EXHIBIT "B"**

**SONOC PHASE 2 Conservation Tract DEED**

[ATTACHED]

Instr #2021082580 BK: 5327 PG: 285, Filed & Recorded: 7/26/2021 3:51 PM #Pgs:12  
Brandon J. Patty, Clerk of the Circuit Court and Comptroller St. Johns County FL Recording S103.50 Doc. D \$0.70

PREPARED BY AND AFTER RECORDING  
RETURN TO:

NICHOLAS A. DYAL, ESQ.  
GUNSTER, YOAKLEY & STEWART, P.A  
1 INDEPENDENT DRIVE, SUITE 2300  
JACKSONVILLE, FL 32202

**SPECIAL WARRANTY DEED**

**[NOCATEE / DEL WEBB COMMUNITY]**

**THIS SPECIAL WARRANTY DEED** is made and executed as of the 6th day of July, 2021, by **SONOC COMPANY, LLC**, a Delaware limited liability company (hereinafter called "Grantor"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, to **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (hereinafter called "Grantee"), whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811.

**WITNESSETH:**

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, all of the real property in St. Johns County, Florida, more particularly described on **Exhibit "A"** attached hereto (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property and subject to the restrictions, easements, agreements, reservations and other matters set forth on **Exhibit "B"** attached hereto and made a part hereof and other matters of record (the "Permitted Exceptions").

**TO HAVE AND TO HOLD** the same in fee simple forever.

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor (except for the Permitted Exceptions) and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor (except claims made pursuant to the Permitted Exceptions) but against none other.

By acceptance and execution of this Deed, Grantee agrees to the following terms and provisions which are binding on Grantee and shall run with title to the Property and each platted lot (each "Lot") within the Property:

1. **APPROVALS AND PERMITS.** Grantee acknowledges that the development and use of the Property is subject to the Nocatee Development Order as approved by St. Johns County Resolution No. 2001-30 (the "DRP"), Nocatee Planned Unit Development St. Johns County Ordinance No. 2002-46 (the "PUD"), and certain permits from the St. Johns Water Management District and the Army Corps of Engineers relating to wetland areas within the Nocatee community and is or may be subject to other permits from time to time, all as amended and as may be amended

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from time to time (collectively, the "Permits"). Grantee agrees that it will not take any action which would result in a modification of the terms and provisions of the DRI, PUD, the applicable comprehensive plan, or the Permits (except Permits related solely to the Property) without the prior written consent of Grantor.

## 2. USE AND DENSITY RESTRICTIONS.

2.1 **Use Restrictions.** The Property shall be solely for conservation tracts upon and subject to the terms and provisions of the Deed of Conservation Easement dated February 25, 2021 and recorded in Official Records Book 5189, page 1496 of the public records of St. Johns County, Florida, and for no other purpose or use.

2.2 **PUD/DRI Compliance.** Due to the integrated nature of the Property and the other lands under the terms of the DRI and PUD, Grantee agrees that it will not construct any improvements upon the Property nor take any action which would result in a modification of the terms and provisions of the DRI or PUD without the prior written consent of Grantor.

2.3 **Underground Utilities.** All electrical and telecommunication transmission lines within the Property shall be installed and maintained underground.

2.4 **Compliance with Laws.** Grantee will comply, at its expense, with the terms and conditions of the DRI, the PUD (including the PUD Development Criteria listed on **Exhibit "C"** attached hereto and made a part hereof), the Permits and all environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to the improvements constructed thereon, as well as to all governmental rules, regulations, statutes and ordinances applicable to Grantee in connection with its development and operations of the improvements located on the Property.

2.5 **No Implication.** None of the restrictions contained in this Deed shall constitute easements or restrictions upon Grantor's adjacent property and the provisions contained herein shall not be construed to create implied negative reciprocal easements or covenants upon any adjacent property.

2.6 **Nuisance.** Grantee shall not conduct any activities upon the Property which shall constitute a nuisance or permit the regular use of any apparatus for exterior sound production or transmission or any extraordinary exterior lighting such as flashing lights, search lights, or the like.

## 3. EASEMENTS AND RIGHTS TO BENEFIT ADJACENT PROPERTIES.

3.1 **Reserved Easements.** Grantor hereby reserves, for itself and its officers, employees, agents, invitees, contractors and subcontractors, designees, successors and assigns, easements over and across the Property for (i) access over and across all roads, streets, rights-of-way, and alleys located on the Property from time-to-time, and (ii) access to and from and installation, use, maintenance, and replacement of utility lines and equipment and stormwater

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improvements, including, but not limited to, water, sewer, reuse, stormwater, electric, gas, cable television, telephone, telecommunications improvements, lines and equipment; provided, however, the easements reserved in this clause (ii) shall not have a material adverse effect on Grantee's ability to construct single family homes on the Lots.

3.2 **Common Areas.** Grantor hereby reserves a non-exclusive and perpetual easement for access over and upon and use of any common area improvements located within the Property from time to time for the benefit of any property owners acquiring any lots or units within any land owned by Grantor, or its successors and assigns, adjacent to the Property.

3.3 **Construction Easement.** Grantor reserves for itself and its successors, assigns and designees (including, without limitation, any contractors, subcontractors and materialmen), a non-exclusive easement over and across the Property for the completion of the construction of any Amenities pursuant to the terms of the Purchase Agreement.

3.4 **Benefitted Land.** Grantor shall have the right from time-to-time to designate any lands to be benefitted by the easements reserved under this Section 3, which designation may be made by Grantor by recording one or more amendments to this Deed setting forth the benefitted land and which amendments shall not require the consent or joinder of Grantee or any other parties (but Grantee agrees to join therein within 10 days of any request by Grantor). All such designated benefitted lands may be developed and used for any uses and intensity of uses as may be developed thereon from time-to-time.

#### 4. **MISCELLANEOUS.**

4.1 **Successors and Assigns.** The easement rights, covenants and restrictions contained in this Deed shall run with title to the Property and be binding upon Grantee and all owners of the Property, or any portion thereof.

4.2 **Modification.** The terms and provisions contained herein may be modified by the then owner of any portion of the Property whose lands are affected by such amendment, the owner of the lands which are benefitted by any provision of this Deed to be amended (if applicable), and Grantor or its assigns or designees, and by Grantor and its successors and assigns unilaterally as provided in Section 3.1 above.

4.3 **Notice.** Any notice required to be given hereunder will be effective only if such notice has been sent by express 24 hour guaranteed courier or delivery service (e.g., Federal Express or UPS), or by U. S. first class certified mail, postage prepaid, addressed to the other party as follows (or to such other place as any party may by Notice to the other specify):

**To Grantee:**

Pulte Home Company, LLC  
4901 Vineland Road, Suite 500  
Orlando, Florida 32811  
Attn: Division President

**Copy to:**

Daniel T. O'Keefe, Esq.  
Shutts & Bowen LLP  
300 South Orange Ave., Suite 1600  
Orlando, Florida 32801

**To Grantor:**

SONOC Company, LLC  
c/o Richard T. Ray  
Nocatee Development Company  
4314 Pablo Oaks Court  
Jacksonville, Florida 32224

**Copy to:**

Nicholas A. Dyal, Esquire  
Gunster, Yoakley & Stewart, P.A.  
1 Independent Drive, Suite 2300  
Jacksonville, Florida 32202

Notices shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non acceptance.

4.4 **Remedies for Default.** Unless a specific period of time is herein stated, the terms hereof shall be binding upon Grantee and its successors and assigns as owners of the Property for a period of fifty (50) years from the date hereof, provided that, unless otherwise expressly noted herein, all easements in this Deed shall be perpetual. To the extent that any party bound shall default in its obligations pursuant to the terms of this Deed, the other parties shall be entitled to exercise all remedies available to them in law or in equity to enforce the rights and privileges herein contained recognizing that damages may be an inadequate remedy.

4.5 **Severability.** Whenever possible, each provision of this Deed shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Deed are declared to be severable.

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4.6 **Attorneys' Fees.** In the event litigation shall be commenced to enforce any party's rights under the terms of this Deed, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred by it in pursuing such litigation, both at the trial level and on appeal.

4.7 **Waivers and Releases.** Grantor may, without the approval or joinder of Grantee or any other person or entity, waive or cancel in writing, any of the restrictions or provisions set forth herein in favor of Grantor, in whole or in part at any time or from time to time. No waivers shall be effective against Grantor unless in writing. In addition, Grantor may assign any or all of its rights, powers, obligations and privileges under this Deed to any other entity or person, without the consent or joinder of Grantee or any party. Upon such assignment, Grantor shall be relieved of any further liabilities, duties, obligations or responsibilities with respect to such rights assigned and assumed.

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IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

SONOC COMPANY, LLC, a Delaware limited liability company

[Signature] (Print Name [Name])

By: [Signature] Name: [Name] Title: [Title]

[Signature] (Print Name [Name])

STATE OF FLORIDA ) )SS COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 20 day of July, 2021, by means of [ ] physical presence or [ ] online notarization by Harry D Francis, the V. P. of SONOC COMPANY, LLC, a Delaware limited liability company, on behalf of the company.



[Signature] (Print Name [Name]) NOTARY PUBLIC State of Florida at Large Commission # My Commission Expires: Personally Known or Produced I.D. [check one of the above] Type of Identification Produced

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Signed, sealed and delivered  
in the presence of:

Barbara Knippschild  
Print Name: Barbara Knippschild

[Signature]  
Print Name: Barbara Knippschild

GRANTEE:

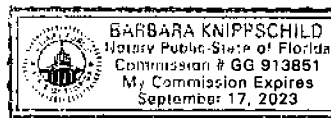
**PULTE HOME COMPANY, LLC,**  
a Michigan limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA            )  
  )SS  
COUNTY OF ST. JOHNS        )

The foregoing instrument was acknowledged before me this 16 day of July, 2021, by means of  physical presence or  online notarization by Barbara Knippschild, the VP of LAW Dept. of **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, on behalf of the company.

Barbara Knippschild  
(Print Name Barbara Knippschild)  
NOTARY PUBLIC  
State of Florida at Large  
Commission # GG 913851  
My Commission Expires: 9.17.2023  
Personally Known X  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced  
✓





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**EXHIBIT "A"**

**PROPERTY**

Tracts "Q", "R", "S", "T", "U" and "V", as shown on the plat of Deep Creek Landing Phase 2, as recorded in Map Book 104, pages 42-60 of the public records of St. Johns County, Florida.

**EXHIBIT "B"**  
**PERMITTED EXCEPTIONS**

All recording references below refer to the public records of St. Johns County, Florida.

1. Notice of DRI Development Order (Nocatee) as set out in instrument recorded October 1, 2001 in Official Records Book 1656, page 1887; First Amendment recorded March 12, 2007 in Official Records Book 2881, page 156; Modification recorded July 20, 2009 in Official Records Book 3219, page 725; Modification recorded January 20, 2010 in Official Records Book 3279, page 486; and Modification recorded October 26, 2010 in Official Records Book 3369, page 258; and Modification recorded November 7, 2012 in Official Records Book 3640, page 998; Modification recorded February 6, 2017 in Official Records Book 4327, page 1180.
2. Notice of Establishment of the Tolomato Community Development District as set out in instrument recorded August 18, 2004 in Official Records Book 2263, page 1747; Validation recorded December 21, 2004 in Official Records Book 2340, page 1966.
3. Developer and Utility Service Agreement between SONOC Company, LLC and JEA, as set out in instrument recorded January 20, 2005 in Official Records Book 2359, page 1979, as amended by First Amendment recorded April 16, 2010 in Official Records Book 3305, page 571; Second Amendment recorded April 28, 2014 in Official Records Book 3872, page 914.
4. Tolomato Community Development District Notice of Imposition of Special Assessments for Master Infrastructure Improvements as set out in instrument recorded February 24, 2005 in Official Records Book 2381, page 524.
5. Unrecorded Installation and Service Agreement by and between Comcast of Greater Florida/Georgia, Inc. and SONOC Company, LLC dated June 2, 2006; First Amendment dated April 12, 2007; Second Amendment dated September 22, 2009.
6. Impact Fee Credit Agreement (Park Impact Fees) as set out in instrument recorded January 19, 2007 in Official Records Book 2853, page 731.
7. Impact Fee Credit Agreement (Road Impact Fees) as set out in instrument recorded January 19, 2007 in Official Records Book 2853, page 749, and recorded July 14, 2011 in Official Records Book 3454, page 1954.
8. Tolomato Community Development District's Notice of Special Assessments for Master Infrastructure Improvements as set out in instrument recorded June 14, 2007 in Official Records Book 2934, page 154.
9. Tolomato Community Development District's Supplemental Notice of Special Assessments for Neighborhood Improvements as set out in instrument recorded June 14, 2007 in Official Records Book 2934, page 166.
10. Landowner's Declaration of Covenant and Consent to Amend the External Boundaries of the Tolomato Community Development District and/or to Merger with the Split Pine Community Development District recorded August 9, 2007 in Official Records Book 2965, page 211.
11. Declaration of Consent to Jurisdiction of Tolomato Community Development District and to Imposition of Service 2007 Special Assessments as set out in instrument recorded November 30, 2007 in Official Records Book 3013, page 1247.
12. Merger Implementation Agreement by and between the Tolomato Community Development District and the Split Pine Community Development District, naming the Tolomato

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Community Development District the surviving entity, as set out in instrument recorded March 5, 2010 in Official Records Book 3292, page 1673.

13. Notice of Merger of the Split Pine Community Development District into and with the Tolomato Community Development District as set out in instrument recorded March 19, 2010 in Official Records Book 3296, page 1812.

14. First Amended Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Tolomato Community Development District as set out in instrument recorded April 19, 2010 in Official Records Book 3305, page 1930.

15. Amended and Restated Notice of Special Assessments and Lien of Record of the Tolomato Community Development District as set out in instrument recorded September 19, 2012 in Official Records Book 3616, page 1693.

16. Notice as to Allocation of Developments Rights as set out in instrument recorded September 24, 2012 in Official Records Book 3618, page 1350.

17. Impact Fee Credit Agreement (Fire/Rescue Fees) as set out in instrument recorded May 7, 2014 in Official Records Book 3877, page 159.

18. Amended and Restated Notice of Special Assessments and Lien of Record of the Tolomato Community Development District as set out in instrument recorded March 18, 2015 in Official Records Book 4000, page 1725.

19. Notice as to Allocation of developments Rights (2015) as set out in instrument recorded May 1, 2015 in Official Records Book 4021, page 1049.

20. Declaration of Consent to Jurisdiction of Tolomato Community Development District and to Imposition of Special Assessments as set out in instrument recorded May 1, 2015 in Official Records Book 4021, page 1057.

21. Memorandum of Agreement by and between SONOC Company, LLC and Pulte Home Company, LLC as set out in instrument recorded October 11, 2017 in Official Records Book 4446, page 926; First Amendment recorded December 16, 2019 in Official Records Book 4850, page 747.

22. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Deep Creek Landing Phase 1 recorded in Map Book 94, pages 42 thru 70, inclusive, as affected by partial release of 20 foot drainage easement recorded June 6, 2019 in Official Records Book 4736, page 916. (Affects Lot 106).

23. Tolomato Community Development District Notice of Imposition of Special Assessments recorded May 4, 2018 in Official Records Book 4542, page 728.

24. Terms and conditions of Special Warranty Deed by and between SONOC Company, LLC and Pulte Home Company, LLC recorded January 8, 2019 in Official Records Book 4665, page 169. (Affects Lot 106).

25. Memorandum of Agreement (Nocatee / Del Webb Community) by and between SONOC Company, LLC and Pulte Home Company, LLC recorded January 8, 2019 in Official Records Book 4665, page 182. (Affects Lot 106).

26. Marketing Fee Agreement (Nocatee / Del Webb Community) by and between SONOC Company, LLC and Pulte Home Company, LLC recorded January 8, 2019 in Official Records Book 4665, page 187. (Affects Lot 106).

27. Restrictions, covenants, conditions and easements, which include provisions for a private charge or assessment, as contained in the Community Declaration for Del Webb Nocatee as set

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out in instrument recorded March 20, 2019 in Official Records Book 4696, page 781; First Amendment recorded August 5, 2019 in Official Records Book 4772, page 609; Second Amendment recorded November 12, 2019 in Official Records Book 4829, page 1911; as supplemented and amended.

28. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Deep Creek Landing Phase 1, recorded in Map Book 94, pages 42 thru 70, inclusive. (Affects Lot 106).

29. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Deep Creek Landing Phase 2 recorded in Map Book 104, pages 42 thru-60, inclusive.

30. Deed of Conservation Easement dated February 25, 2021 and recorded in Official Records Book 5189, page 1496.

31. Any matters as would be shown by an accurate survey and inspection of the Property.

32. All taxes and assessments not yet due and payable.

**EXHIBIT "C"**

**PUD DEVELOPMENT CRITERIA**

1. Buffers – no improvement may be located on any building lot in a location that violates any set-back requirement of any applicable zoning law or other governmental requirements.
2. Landscape requirements – all landscapes areas shall be irrigated with a fully automatic irrigation system. Landscape material shall consist primarily of indigenous species. All disturbed areas shall be landscaped with plantings or sodded grassed areas. Irrigation water source shall be reuse water.
3. Pedestrian facilities – sidewalks shall be installed at such locations as shall be determined by Buyer.
4. Lighting Criteria – no flashing lights shall be installed on the Property.
5. Building material and type – all exterior building materials shall consist of stucco, brick, stone or other nature materials. As an alternative to stucco, siding (Hardie panel or equal) may be used on all elevations except the front elevations without specific approval from Grantor. No vinyl siding or horizontal wood siding shall be allowed.
6. Color scheme – exterior colors shall be soft, natural, muted colors. The use of loud colors such as chartreuse, bright pink or red is prohibited.
7. Roof treatments and materials – roof materials shall consist of architectural grade asphalt shingles, barrel or flat concrete tile, metal standing seam, slate or composite.
8. Pavement designs – use of decorative concrete pavers within driving areas is allowed.
9. Wells – no individual ground water wells shall be installed on the Property.