

PREPARED BY AND RETURN TO:

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215 N. Eola Drive
Orlando, Florida 32801

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

FIRST AMENDMENT TO COMMUNITY DECLARATION
FOR DOUBLE BRANCH

THIS FIRST AMENDMENT TO COMMUNITY DECLARATION FOR DOUBLE BRANCH (this “**First Amendment**”) is made as of the 17 day of May, 2023, 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 **DOUBLE BRANCH HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “**Association**”).

W I T N E S S E T H:

WHEREAS, Declarant, with the joinder of the Association, entered into that certain Community Declaration for Double Branch recorded December 5, 2022 in Official Records Book 4671, Page 1129 of the Public Records of Clay County, Florida, (together with all amendments and supplements thereto, the “**Declaration**”);

WHEREAS, pursuant to Section 4.3 of the Declaration, prior to the “Turnover” (as defined in the Declaration), 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 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, Section 12.36.1 of the Declaration sets forth certain setbacks for improvements on Lots imposed by the County;

WHEREAS, Declarant is desirous of recording this First Amendment in order to amend and restate Section 12.36.1 of the Declaration regarding such setbacks to be consistent with the final approved setbacks for DOUBLE BRANCH as set forth on the Plat, 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.

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 joins in and consents 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 Section 12.36.1.** Section 12.36.1 of the Declaration, which currently reads as follows:

- | | |
|-----------|-----------------------------|
| 12.36.1 | Setbacks. |
| 12.36.1.1 | Front Porch 5 feet |
| 12.36.1.2 | Front Façade 10 feet |
| 12.36.1.3 | Front Facing Garage 20 feet |
| 12.36.1.4 | Side 5 feet |
| 12.36.1.5 | Rear 10 feet |

is hereby deleted in its entirety replaced with an amended and restated Section 12.36.1 which reads as follows (Substantial rewording. Please see Section 12.36.1 from the governing documents quoted above for current text.):

- | | |
|-----------|--|
| 12.36.1 | Setbacks. |
| 12.36.1.1 | Front for both Attached and Detached Front Facing Garages: 20 feet |
| 12.36.1.2 | Front Porches: 10 feet |
| 12.36.1.3 | Front Façade: 15 feet |
| 12.36.1.4 | Side: 5 feet |
| 12.36.1.5 | Rear: 10 feet |

3. **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 First Amendment, shall be binding upon and inure to the benefit of all parties having any right, title or interest in DOUBLE BRANCH or any portion thereof, and their respective heirs, personal representatives, successors and assigns.

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

WITNESSES:

BShue
Print Name: Brandon Shue

Brett North
Print Name: Brett North

"DECLARANT"

PULTE HOME COMPANY, LLC, a
Michigan limited liability company

By: [Signature]

Print Name: JUSTIN DUDLEY

Title: VP of LAND Acq.

Address: 12724 Gran Bay Parkway
Jacksonville, FL 32258

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of May, 2023, by Justin Dudley, as VP of Land Acq. of PULTE HOME COMPANY, LLC, a Michigan limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

[NOTARY SEAL]



Patti J. Barrett
Notary Public Signature
Notary Public, State of Florida
Commission No.: GG 364011
My Commission Expires: 8/08/2023

JOINDER OF THE ASSOCIATION

DOUBLE BRANCH 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 17 day of May, 2023.

WITNESSES:

"ASSOCIATION"

DOUBLE BRANCH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

BShu
Print Name: Brandon Shu

Brett North
Print Name: Brett North

By: Nicole Pare
Print Name: Nicole Pare
Title: President

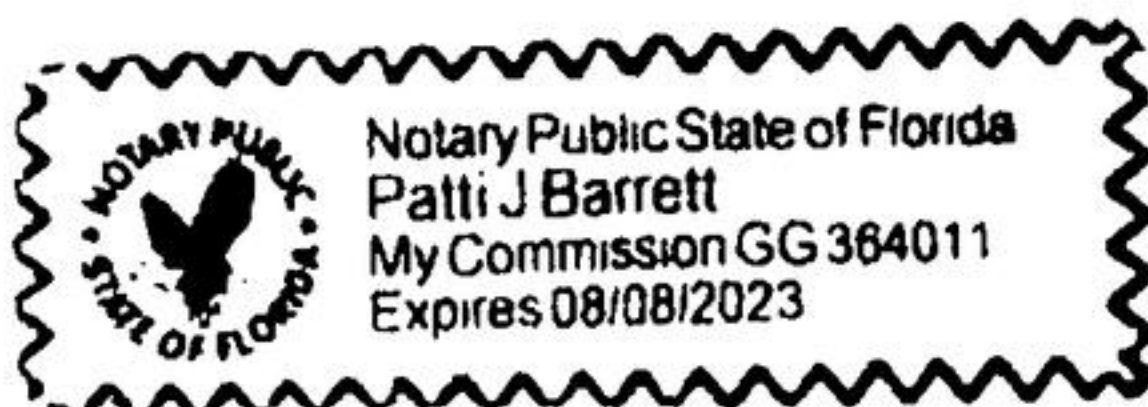
{CORPORATE SEAL}

Address: 12724 Gran Bay Parkway
Jacksonville, FL 32258

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this 17 day of May, 2023, by Nicole Pare, as President of **DOUBLE BRANCH HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation. He/She is personally known to me or has produced _____ as identification.

[NOTARY SEAL]



Patti J. Barrett
Notary Public Signature
Notary Public, State of Florida
Commission No.: GG 364011
My Commission Expires: 8/08/2023