

PREPARED BY AND RETURN TO:

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Tampa, Florida 33602

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

**THIRD AMENDMENT TO COMMUNITY DECLARATION
FOR
WELLS CREEK EAST**

THIS THIRD AMENDMENT TO COMMUNITY DECLARATION FOR WELLS CREEK EAST (the "**Third Amendment**") is made on this 6th day of May, 2024, by MATTAMY JACKSONVILLE LLC, a Delaware limited liability company (the "**Declarant**"), and joined by the WELLS CREEK EAST HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. The Declarant recorded the COMMUNITY DECLARATION FOR WELLS CREEK EAST as Document Number 2019094435, in Official Records Book 18768, Page 68 (the "**Original Declaration**"), as amended by the FIRST AMENDMENT TO COMMUNITY DECLARATION FOR WELLS CREEK EAST recorded as Document Number 2019120837, in Official Records Book 18802, Page 2217 (the "**First Amendment**"), the SECOND AMENDMENT TO COMMUNITY DECLARATION FOR WELLS CREEK EAST recorded as Document Number 2020074236, in Official Records Book 19161, Page 1573 (the "**Second Amendment**"), the FIRST SUPPLEMENTAL TO COMMUNITY DECLARATION FOR WELLS CREEK EAST recorded as Document Number 2020157616, in Official Records Book 19297, Page 158 (the "**First Supplement**"), the SECOND SUPPLEMENTAL DECLARATION TO THE COMMUNITY DECLARATION FOR WELLS CREEK EAST recorded as Document Number 2021060704, in Official Records Book 19621, Page 8 (the "**Second Supplement**"), and by the THIRD SUPPLEMENTAL DECLARATION TO COMMUNITY DECLARATION FOR WELLS CREEK EAST recorded as Document Number 2021099843, in Official Records Book 19685, Page 2051 (the "**Third Supplement**"), and by the FOURTH SUPPLEMENTAL DECLARATION TO COMMUNITY DECLARATION FOR WELLS CREEK EAST recorded as Document Number 2021303118, in Official Records Book 20014, Page 333 (the "**Fourth Supplement**"), all of the Public Records of Duval County, Florida. The Original Declaration, the First Amendment, the Second Amendment, the First Supplement, the Second Supplement, the Third Supplement and the Fourth Supplement shall hereinafter be referred to collectively as the "**Declaration**."

B. Pursuant to Section 4.3 of the Declaration, the Declarant may amend the Declaration prior to the Turnover, without the joinder or consent of any person or entity whatsoever.

C. The Turnover has not yet occurred.

NOW, THEREFORE, the Declarant hereby amends the Declaration as set forth herein.

Words in the text which are lined through (————) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text. The text will not be double-underlined or stricken when whole sections or paragraphs are added or deleted in their entirety.

1. The foregoing recitals are true and correct and are incorporated into and form a part of this Third Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. In the event there is a conflict between this Third Amendment and the Declaration, this Third Amendment shall control. Whenever possible, this Third Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. The last paragraph of Section 10.10.4 of the Declaration is hereby deleted in its entirety and replaced with the following:

“Notwithstanding anything to the contrary herein, to the extent insurance coverage required by Section 14 of this Declaration covers repairs or replacements otherwise performed by the Association under this Section, or would have covered such repairs or replacements if the Owner had procured such coverage, then such repairs or replacements shall be governed by Section 14.2 herein, and the Association shall not perform repairs or replacements covered by insurance or any other activities that would negate such coverage or impair the availability of such coverage.”

4. Section 14.2.1 of the Declaration is hereby amended as follows (*SUBSTANTIAL REWORDING*):

“14.2.1.1 SFD Lot Insurance. Each Owner ~~of a SFD Lot~~ shall be required to obtain and maintain adequate insurance on his or her Home, including all SFD Lots and Townhome Lots. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to re-sod and landscape land comprising the Lot. ~~Upon the request of~~ On an annual basis, and more frequently as requested by the Association, each Owner shall be required to supply the Board with evidence of insurance coverage on its Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

14.2.1.2 Townhome Lots Personal Property and Fixtures Insurance. ~~The Association is required to obtain and maintain insurance for all Homes within the Townhome Neighborhood in accordance with this Section 14.2.1.2. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home, as applicable, and remove the debris. Notwithstanding the foregoing,~~ Owners are required to obtain insurance coverage at their own expense for personal property within the boundaries of the Lot, including, without limitation, all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioning and heating equipment, air conditioner air handling equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of

any of the foregoing which are located within the boundaries of the Home, as well as any other personal property items within Lot and Home. Owners also should obtain personal liability and loss of use coverage as the Association shall have no responsibility for such coverage. Insurance policies issued to individual Owners shall provide the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association. ~~Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims related to replacement of sod, flooding, claims against an Owner due to accidents occurring within his or her Lot, or theft loss to the contents of any Owner's Lot.~~ It shall be the obligation of the individual Owner, if such Owner so desires, to purchase and pay for insurance ~~as to all such other risks not covered by insurance carried by the Association pursuant to the terms and conditions of the Declaration.~~ Each insurance policy issued to an individual Owner providing such coverage shall be without rights of subrogation against the Association. ~~The costs of all insurance maintained by the Association for Townhome Lots, and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof, shall be part of the Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Townhome Lot shall pay an equal share of such costs. The costs associated with any deductible payable by the Association in connection with insurance claims related to the repair or reconstruction of a Home shall be assessed against the respective Townhome Lot(s) as an Individual Assessment."~~

5. Section 14.2.2.1 of the Declaration is hereby amended as follows
(SUBSTANTIAL REWORDING):

14.2.2.1 ~~SFD~~ Lots. In the event that any Home on a ~~SFD~~ Lot is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Home ("**Required Repair**"), or (ii) the Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("**Required Demolition**") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. The Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, the Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

6. Section 14.2.2.2 of the Declaration is hereby deleted.

7. Section 14.2.4.1 of the Declaration is hereby amended as follows (*SUBSTANTIAL REWORDING*):

14.2.4.1 ~~SFD-Lots~~. If an Owner of a ~~SFD-Lot~~ refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then the Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by the Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. The Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to the Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by the Association, including any costs incurred with the management and oversight of any such Required Repair or Required Demolition performed by the Association.

8. Section 14.2.4.2 of the Declaration is hereby deleted.

9. Section 14.7 of the Declaration is hereby amended as follows (*SUBSTANTIAL REWORDING*):

~~"14.7 Cost of Payment of Premiums and Deductibles. Except as otherwise provided herein, the~~ The costs of all insurance maintained by the Association hereunder, and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof are Operating Expenses. ~~The costs associated with any deductible payable by the Association in connection with insurance claims related to the repair or reconstruction of a Home as provided herein shall be assessed against the respective Lot(s) as an Individual Assessment."~~

10. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

11. This Third Amendment shall be a covenant running with the land and shall be effective upon its recording in Duval, Florida.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned being the Declarant, has caused this Third Amendment to be executed by its duly authorized officers and affixed its company seal.

WITNESSES:

"DECLARANT"

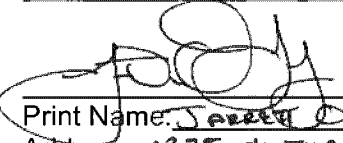
MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company


Print Name: Tara M. Jinks
Address: 10375 Centurion Pkwy N,
#410 Jacksonville FL 32256

By: 
Name: Cliff Nelson
Title: V.P.

Address: 10375 Centurion Parkway North
Suite 410
Jacksonville, FL 32256

(Company Seal)

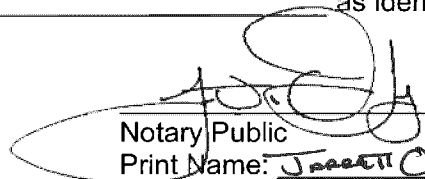

Print Name: JARRETT O'LEARY
Address: 10375 CENTURION PARKWAY N,
#410 JACKSONVILLE FL 32256

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization this 6TH day of MAY, 2024, by
CLIFF NELSON, as V.P. of MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company, on behalf of the company. He/She ☒ is personally known to
me or ☐ has produced _____ as identification.



JARRETT O'LEARY
Notary Public
State of Florida
Comm# HH423526
Expires 7/19/2027


Notary Public
Print Name: JARRETT O'LEARY
My Commission Expires: 7-19-2027

JOINDER

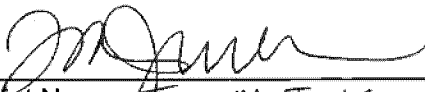
WELLS CREEK EAST HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the THIRD AMENDMENT TO COMMUNITY DECLARATION FOR WELLS CREEK EAST (the "**Third Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the Third Amendment and does not affect the validity of the Third Amendment as the Association has no right to approve the Third Amendment.

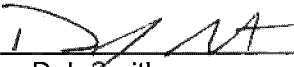
IN WITNESS WHEREOF, the undersigned executed this Joinder on this 6th day of May, 2024.

WITNESSES:

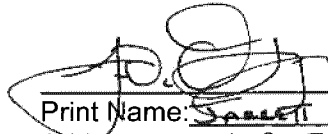
"ASSOCIATION"

WELLS CREEK EAST HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation


 Print Name: Tara M. Jinks
 Address: 10375 Centurion Pkwy N
#410 Jacksonville FL 32256

By: 
 Name: D.J. Smith
 Title: President

Address: 414 Old Hard Road, Suite 502
Fleming Island, FL 32003

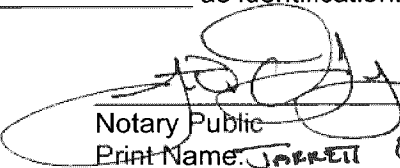

 Print Name: JARRETT O'LEARY
 Address: 10375 CENTURION PKWY N
#410 JACKSONVILLE FL 32256

STATE OF FLORIDA)
 COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of MAY, 2024, by D.J. Smith as President of WELLS CREEK EAST 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.



JARRETT O'LEARY
 Notary Public
 State of Florida
 Comm# HH423526
 Expires 7/19/2027


 Notary Public
 Print Name: JARRETT O'LEARY
 My Commission Expires: 7-19-2027