

This instrument prepared by
and return to:

David L. Evans, Jr., Esq.
BAKER & HOSTETLER LLP
200 South Orange Avenue
Suite 2300
Orlando, Florida 32802
(407) 649-4000

**PERMANENT WATER AND SEWER LINE OPERATION,
MAINTENANCE, REPAIR AND REPLACEMENT AGREEMENT**

THIS PERMANENT WATER AND SEWER LINE OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT AGREEMENT (this "Agreement") is made and entered into as of the 2 day of May, 2024 (the "Effective Date"), by and between NORMANDY PINES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Maintenance Entity"), whose address is 12724 Gran Bay Parkway West, Suite 200, Jacksonville, Florida 32258, and PULTE HOME COMPANY, LLC, a Michigan limited liability company ("Initial Owner"), whose address is 12724 Gran Bay Parkway West, Suite 200, Jacksonville, Florida 32258.

WITNESSETH:

WHEREAS, Normandy Pines Townhomes (the "Community") is a community located in the City of Jacksonville, Duval County, Florida, which contains or will contain one hundred seven (107) residential townhomes (each a "Townhome" and, collectively, the "Townhomes") on platted lots (each a "Lot" and, collectively, the "Lots") as more particularly set forth on the plat thereof recorded in Plat Book 82, Pages 105-108 of the Official Records of Duval County, Florida (the "Plat"); and

WHEREAS, the Community is subject to that certain Community Declaration of Normandy Pines (a Townhome Community) as recorded in Book 21047 Page 1773 of the Official Records of Duval County, Florida (as amended from time to time, collectively, the "Declaration"); and

WHEREAS, pursuant to the Declaration, the Maintenance Entity is the homeowners association for the Community; and

WHEREAS, Initial Owner is the developer of the Community and, as of the Effective Date, is the sole owner of fee simple title to the land subdivided by the Plat (collectively, the "Land"); and

WHEREAS, after the Effective Date, Initial Owner anticipates conveying, dedicating or otherwise transferring portions of the Land to various third parties, expressly including, but not

limited to, the Maintenance Entity and Owners (for purposes of this Agreement, the term “Owner” means the record title owner (whether one or more persons or entities) of fee simple title to any Lot); and

WHEREAS, Initial Owner (i) will initially construct the Association Sewer Facilities (as defined in the Declaration) and the Association Water Facilities (as defined in the Declaration) within the Community (the Association Sewer Facilities and the Association Water Facilities are sometimes collectively referred to in this Agreement as the “Association Water and Sewer Facilities”), and (ii) will convey and transfer ownership of the Association Water and Sewer Facilities to the Maintenance Entity; and

WHEREAS, in connection with the permitting of the development of the Community under Permit #2021-2014 the JEA (aka the Jacksonville Utilities Authority), the JEA has required that Initial Owner and the Maintenance Entity enter into this Agreement to memorialize the Maintenance Entity’s obligations to operate, maintain, repair and replace the Association Water and Sewer Facilities; and

WHEREAS, as of the Effective Date, the Duval County Property Appraiser’s real estate number for each portion of the Community serviced by the Association Water and Sewer Facilities is set forth in Exhibit “A” attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged and agreed, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference.

2. Description of Services. Maintenance Entity hereby agrees, at its cost and expense, to operate, maintain, repair and replace the Association Water and Sewer Facilities in accordance with the terms of this Agreement. In connection therewith, Owner and Maintenance Entity agree as follows:

(a) The Association Water and Sewer Facilities shall be operated, maintained, repaired and replaced (expressly including upgrades) by the Maintenance Entity in accordance with all applicable federal, state and local laws, statutes, ordinances, codes and regulations.

(b) Maintenance Entity shall purchase all equipment, supplies and materials reasonably necessary to operate, maintain and repair the Association Water and Sewer Facilities.

(c) Maintenance Entity shall undertake all capital repairs and improvements necessary for the continued operation of the Association Water and Sewer Facilities in a commercially reasonable and workmanlike manner which is consistent with the original construction standards and specifications approved by the JEA for the Association Water and Sewer Facilities, or any modifications thereto approved in writing by the JEA.

(d) Notwithstanding anything in this Agreement to the contrary, each Owner (and not Maintenance Entity) shall own and shall be responsible, including, but not limited to, maintenance, repair and replacement (expressly including upgrades), for all (i) water lines and related plumbing fixtures and facilities located within or under such Owner's Townhome, and (ii) sewer lines and related plumbing fixtures and facilities located within or under such Owner's Townhome.

(e) Neither Maintenance Entity nor any Owner shall deny any Association Water and Sewer Facilities service to any other customer or party bound by this Agreement for any reason, provided that temporary suspensions of service for a reasonable period of time in order to repair leaks or replace facilities shall be permitted.

(f) JEA does not own and has no obligation to operate, maintain, repair or replace the Association Water and Sewer Facilities or any portion thereof.

3. Costs and Expenses. The Association Water and Sewer Facilities are or will be Common Area (as defined in the Declaration) and Common Area improvements of Maintenance Entity and the costs and expenses incurred by Maintenance Entity in connection with owning, operating, maintaining, repairing and replacing the Association Water and Sewer Facilities shall be paid by Owners as assessments to Maintenance Entity at the time and in the manner provided in the Declaration.

4. Binding Effect. This Agreement and the agreements, obligations and rights set forth herein are covenants running with the Land and shall be binding upon, and inure to the benefit and burden of the successors of the respective parties hereto, including, without limitation, all Owners of Townhomes in the Community.

5. Waiver. No delay, waiver, omission or forbearance on the part of any party to exercise any right, option, duty or power arising out of any breach or default by any other party, of any of the terms, provisions or covenants contained herein, shall be deemed a waiver by that party of such right, option, or power as against any other party for any subsequent breach or default by the other party.

6. Recording. This Agreement shall be recorded in the Official Records of Duval County, Florida.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida.

8. Entire Agreement: Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. This Agreement may be amended or modified only by a written instrument (i) duly executed by the Maintenance Entity, (ii) approved by the Owners in the manner required for amendments to the Declaration and (iii) approved in writing by the JEA.

9. Severability of Provisions. If any term, covenant or condition of this Agreement or the applicability thereof to any person or party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or

condition to persons other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, Initial Owner and Maintenance Entity have executed this Agreement as of the Effective Date.

WITNESSES:

David Crosby
Print Name: David Crosby
Address: 12724 Gran Bay Parkway W
Jacksonville, FL 32258

Nicole Pare
Print Name: Nicole Pare
Address: 12724 Gran Bay Parkway W
Jacksonville, FL 32258

"INITIAL OWNER"

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

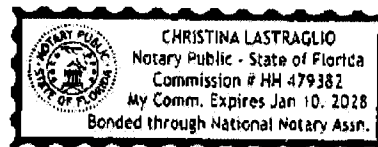
By: [Signature]
Name: JUSTIN DUDLEY
Title: VP of LAND Acq
Date: MAY 2, 2024

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of May, 2024, by Justin Dudley, as VP of Land Acq of PULTE HOME COMPANY, LLC, a Michigan limited liability company. He/She [is personally known to me] [has produced as identification].

(Notary Seal)

Christina Lastraglio
NOTARY PUBLIC, State of Florida at Large
Print Name: Christina Lastraglio
Commission No.: HH 479382
My commission expires: Jan 10, 2028



WITNESSES:

David Crosby
Print Name: David Crosby
Address: 12724 Gran Bay Parkway W
Jacksonville, FL 32258

M. Victoria Dastie
Print Name: M. Victoria Dastie
Address: 12724 Gran Bay Parkway W
Jacksonville, FL 32258

"MAINTENANCE ENTITY"

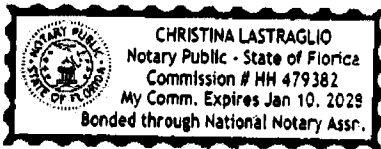
NORMANDY PINES HOMEOWNERS
ASSOCIATION, INC., a Florida not-for-
profit corporation

By: Nicole Pare'
Name: Nicole Pare'
Title: President
Date: May 2, 2024

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 2 day of May, 2024, by
Nicole Pare', as President of NORMANDY PINES HOMEOWNERS
ASSOCIATION, INC., a Florida not-for-profit corporation. He/She [is personally known to me]
[has produced _____ as identification].

(Notary Seal)



Christina Lastraglio
NOTARY PUBLIC, State of Florida at Large
Print Name: Christina Lastraglio
Commission No.: HH 479382
My commission expires: Jan 10, 2028

EXHIBIT "A"

DUVAL COUNTY PROPERTY APPRAISER'S REAL ESTATE NUMBERS

009021-0220	009021-0580	009021-0940
009021-0230	009021-0590	009021-0950
009021-0240	009021-0600	009021-0960
009021-0250	009021-0610	009021-0970
009021-0260	009021-0620	009021-0980
009021-0270	009021-0630	009021-0990
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009021-0290	009021-0650	009021-1010
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