

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
EVERGREEN ISLAND AT SILVERLEAF

THIS DOCUMENT PREPARED BY:

Thomas D. Jenks, Esq.
Gunster, Yoakley & Stewart, P.A.
1 Independent Drive, Suite 2300
Jacksonville, Florida 32202

INDEX OF DECLARATION OF COVENANTS AND RESTRICTIONS
FOR EVERGREEN ISLAND AT SILVERLEAF

ARTICLE I MUTUALITY OF BENEFIT AND OBLIGATION

- Section 1.1 Mutuality
- Section 1.2 Benefits and Burdens

ARTICLE II DEFINITIONS

- Section 2.1 Association
- Section 2.2 Board
- Section 2.3 Common Area
- Section 2.4 Declarant
- Section 2.5 DRI
- Section 2.6 Limited Common Area
- Section 2.7 Lot
- Section 2.8 Master Association
- Section 2.9 Master Declaration
- Section 2.10 Member
- Section 2.11 Option agreement
- Section 2.12 Owner
- Section 2.13 Property or Evergreen Island at Silverleaf
- Section 2.14 PUD
- Section 2.15 Residential Dwelling Unit
- Section 2.16 Surface Water or Stormwater Management System

**ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS
AND DELETIONS**

- Section 3.1 No Implied Extension of Covenants
- Section 3.2 Additional Lands
- Section 3.3 Withdrawal of Lands

ARTICLE IV COMMON AREA RIGHTS

- Section 4.1 Conveyance of Common Area
- Section 4.2 Owners' Easement of Enjoyment
- Section 4.3 Right of the Declarant to Designate Property as Common Area or to Withdraw
Property from the Common Area
- Section 4.4 Maintenance of Common Area and Compliance with Applicable Permits
- Section 4.5 Maintenance of Roadways
- Section 4.6 Easement for Maintenance Purposes

ARTICLE V ARCHITECTURAL CONTROL

- Section 5.1 Architectural Review and Approval
- Section 5.2 Review Procedures
- Section 5.3 Variance
- Section 5.4 Assignment
- Section 5.5 Approval under Master Declaration
- Section 5.6 Limited Liability

ARTICLE VI COVENANTS FOR MAINTENANCE ASSESSMENTS

- Section 6.1 Creation of the Lien and Personal Obligation of Assessments
- Section 6.2 Purpose of Assessments
- Section 6.3 Calculation and Collection and Assessments
- Section 6.4 Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Association
- Section 6.5 Subordination of Lien to Mortgages
- Section 6.6 Declarant's Assessments
- Section 6.7 Capitalization of the Association
- Section 6.8 Area Assessments
- Section 6.9 Notice of Transfer

ARTICLE VII UTILITY PROVISIONS

- Section 7.1 Water System
- Section 7.2 Sewage System
- Section 7.3 Solid Waste Recycling
- Section 7.4 Utility Services
- Section 7.5 Lift Station

ARTICLE VIII USE RESTRICTIONS AND RIGHTS AND EASEMENTS RESERVED BY DECLARANT

- Section 8.1 Residential Use
- Section 8.2 No Detached Buildings
- Section 8.3 Setbacks
- Section 8.4 Easement Areas
- Section 8.5 Lot Coverage
- Section 8.6 Landscaping and Irrigation
- Section 8.7 Motor Vehicles and Boats
- Section 8.8 Nuisances
- Section 8.9 Antenna
- Section 8.10 Lakes
- Section 8.11 Insurance and Casualty Damage
- Section 8.12 Trees
- Section 8.13 Artificial Vegetation

- Section 8.14 Signs
- Section 8.15 Lighting
- Section 8.16 Animals
- Section 8.17 Maintenance of Lots and Limited Common Areas
- Section 8.18 Fences
- Section 8.19 Maintenance of Driveways
- Section 8.20 Common DRI/PUD
- Section 8.21 Compliance with Laws
- Section 8.22 Platting and Additional Restrictions
- Section 8.23 Reservation of Right to Release Restrictions
- Section 8.24 Easements for Ingress, Egress, Utilities and Drainage
- Section 8.25 Drainage Flow
- Section 8.26 Future Easements
- Section 8.27 Cable Television, Radio or Other Communication Lines
- Section 8.28 Reserved Easements
- Section 8.29 Mailboxes; Mailbox Easement
- Section 8.30 Subdivision Development Activities of Declarant
- Section 8.31 Hazardous Materials
- Section 8.32 Trash
- Section 8.33 Clothing Lines
- Section 8.34 Firearms
- Section 8.35 Rental Restrictions
- Section 8.36 Pools
- Section 8.37 Air Conditioning Units
- Section 8.38 On-Site Fuel Storage
- Section 8.39 Play Equipment
- Section 8.40 No Solicitation
- Section 8.41 Guests, Tenants and Invitees
- Section 8.42 Conservation Areas
- Section 8.43 Flags and Flagpoles
- Section 8.44 Garage Sale, Yard Sale, Estate Sale

ARTICLE IX EXTERIOR MAINTENANCE ASSESSMENT

- Section 9.1 Exterior Maintenance
- Section 9.2 Assessments of Costs
- Section 9.3 Access

ARTICLE X MASTER ASSOCIATION

- Section 10.1 Master Association Membership
- Section 10.2 Lien Rights
- Section 10.3 Responsibilities of this Association

ARTICLE XI NOTICE OF PERMIT REQUIREMENTS

- Section 11.1 Jurisdictional Areas and Permits

ARTICLE XII RIGHTS AND EASEMENTS GRANTED BY DECLARANT

- Section 12.1 Easement for Ingress and Egress
- Section 12.2 Right to Restrict Access
- Section 12.3 Rights of Declarant to Alter Roadways

ARTICLE XIII GENERAL PROVISIONS

- Section 13.1 Declarant's Reserved Rights re: Easements
- Section 13.2 Remedies for Violations
- Section 13.3 Dispute Resolution
- Section 13.4 Severability
- Section 13.5 Additional Restrictions
- Section 13.6 Titles
- Section 13.7 Termination or Amendment
- Section 13.8 Assignment of Permit Responsibilities and Indemnification
- Section 13.9 Enforcement by SJRWMD
- Section 13.10 Conflict or Ambiguity in Documents
- Section 13.11 Usage
- Section 13.12 Effective Date
- Section 13.13 Recreational Facilities
- Section 13.14 Disclaimers as to Water Bodies
- Section 13.15 Disclaimer of Liability of Association

- Exhibit A – Property
- Exhibit B – Articles of Incorporation
- Exhibit C – Bylaws
- Exhibit D – Designated Common Area
- Exhibit E – Roadways

DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
EVERGREEN ISLAND AT SILVERLEAF

THIS DECLARATION (this “Declaration”) is made this 3rd day of June, 2025, by **WEEKLEY HOMES, LLC**, a Delaware limited liability company, (“Declarant”), joined by **CND-SILVERLEAF, LLC**, a Florida limited liability company (“CND”). Declarant and CND declare that the real property, which is described on **Exhibit A** attached hereto and made a part hereof, and any lands subjected to this Declaration pursuant to the provisions hereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property, as such term is defined by Section 2.12 hereof, and shall be binding upon the Declarant, CND, the Association and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association**. Evergreen Island at Silverleaf Homeowners Association, Inc., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the “Articles”) attached hereto as **Exhibit B**, and Bylaws (the “Bylaws”), attached hereto as **Exhibit C**, of the Association make reference.

Section 2.2 **Board**. The Board of Directors of the Association.

Section 2.3 **Common Area**. Declarant and CND hereby designates the real and personal property owned by Declarant and/or CND identified on **Exhibit D** to this Declaration as the initial Common Area under this Declaration. In addition, Declarant may designate additional real property

(including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property as Common Area for the common use of the Owners recording a Supplementary Declaration, pursuant to the terms of Section 4.3 hereof.

Section 2.4 **Declarant**. Weekley Homes, LLC, (also referred to herein as "Weekley") and its successors and such of its assigns as to which the rights of the Declarant hereunder are specifically assigned. Declarant may assign all or only a portion of such rights in connection with portions of the Property. In the event of a partial assignment, the assignee may exercise such rights of the Declarant as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. So long as the Option Agreement (as defined in Section 2.7 below) is in effect, any assignment of the Declarant's rights under this Declaration shall require the prior written consent of CND. Notwithstanding any provision to the contrary contained within this Declaration, in the event the Option Agreement is terminated prior to the purchase by Declarant of all the Lots, as evidenced by the recording of a Notice of Termination of Option in the public records of St. Johns County, Florida, CND shall, upon its election and recordation of a Notice of Assignment of Declarant's Rights, automatically become the Declarant under this Declaration, in which event (i) all references to the "Declarant" in this Declaration shall mean CND and its successors and assigns, and (ii) Weekley shall no longer be the Declarant under this Declaration.

Section 2.5 **DRI**. That certain Development of Regional Impact Order approved by the Board of County Commissioners of St. Johns County, Florida by Resolution No. 2024-493 as it has been and may be amended from time to time

Section 2.6 **Limited Common Area**. The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within forty (40) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board.

Section 2.7 **Lot**. Each platted lot located within the Property which may be developed for single family residential use. No Lot shall include any portion of the Common Area owned in fee simple by the Association.

Section 2.8 **Master Association**. Silverleaf Master Owners Association, Inc., a Florida corporation not-for-profit and its successors and assigns.

Section 2.9 **Master Declaration**. The Declaration of Covenants and Restrictions for Silverleaf Master, recorded in Official Records Book 4743, at page 1063, of the public records of St. Johns County, Florida, as amended and supplemented from time to time.

Section 2.10 **Member**. Any Owner of any Lot on which a completed residential dwelling unit has been constructed, as evidenced by the issuance of a certificate of occupancy or similar approval issued by St. Johns County, Florida, or other governmental authority having jurisdiction.

Section 2.11 **Option Agreement**. That certain Option Agreement dated February 28, 2024, by CND and Weekley, as may be amended.

Section 2.12 **Owner**. The record owner or owners of any Lot.

Section 2.13 **Property or Evergreen Island**. The real property described on the attached **Exhibit A** and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.14 **PUD**. That certain Planned Unit Development approved by the Board of County Commissioners of St. Johns County, Florida, pursuant to Ordinance Number 2024-55, as it has been and may be amended from time to time.

Section 2.15 **Residential Dwelling Unit**. Any improved portion of the Property located within a Lot and intended for use as a residential dwelling.

Section 2.16 **Surface Water or Stormwater Management System**. A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants**. Each Owner of any improvements constructed on any Lot, by becoming an Owner, shall be deemed to have agreed that (a) the Property described on **Exhibit A** and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Declarant to subject any other property now or hereafter owned by the Declarant or CND (as applicable) to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands**. Declarant may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property separated only by public or private roads, water bodies, golf courses, or open

space shall be deemed contiguous), and (b) the owners of property within additional lands to be made subject to this Declaration (or its assessment provisions) join in the Supplementary Declaration described below, whereupon such land shall be and become subject to this Declaration (or its assessment provisions), and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article VI of this Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Declarant and joined by the owners of such lands if different than the Declarant, with respect to the lands to be added. Except for any required joinders set forth above, Declarant reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands.** With the consent and joinder of Owners holding a majority of the votes in the Association, the Declarant may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Upon the Declarant's request, the consent and joinder of each and every Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St Johns County, Florida, a Supplementary Declaration executed by the Declarant with respect to the lands to be withdrawn.

ARTICLE IV **COMMON AREA RIGHTS**

Section 4.1 **Conveyance of Common Area.** Declarant and CND agree that all of the Common Area owned by Declarant or CND (as applicable) shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record, on or before the date which is one hundred twenty (120) days after the Declarant shall no longer own any Lot, and the Association shall accept such conveyance or assignment. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 4.2 **Owners' Easement of Enjoyment.** Each Owner shall have a nonexclusive, perpetual right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Declarant (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(b) all provisions of this Declaration, any plat of all or any parts of the Property, and all applicable governmental restrictions, including without limitation the provisions of the DRI and the PUD;

- (c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Declarant or the Association;
- (d) The right of the Association to charge reasonable admission charges for the use of specific portions of the Common Area by Owners and other parties;
- (e) The rights of the Declarant under Section 4.3 to add to or withdraw land from the Common Area;
- (f) Easements, restrictions, agreements and other matters of record; and
- (g) The right of the Association to convey, mortgage or otherwise encumber any or all of the Common Area.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's property into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's property or other privately owned portions of the Property.

Section 4.3 **Right of the Declarant to Designate Property as Common Area or to Withdraw Property from the Common Area**. Notwithstanding anything to the contrary contained in this Declaration, the Declarant shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Declarant as Common Area, provided only that such land shall be located within the Property or substantially contiguous to the Property (for purposes of this Section 4.3, any property that is located within the boundaries of the lands subject to the DRI shall be deemed substantially contiguous). For so long as the Declarant shall own any portion of the Property, the Declarant may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Declarant's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect access, availability of utilities, or drainage to or from any Lot, the Declarant shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of such Lot. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of St. Johns County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Declarant shall terminate any and all easements and rights of use of the Owners in such land but shall not otherwise withdraw such land from the provisions of this Declaration unless such withdrawal complies with the requirements of Section 3.3. No land owned by the Declarant or CND (as applicable) shall be deemed to be Common Area unless such land is expressly designated on Exhibit D or is subsequently designated by the Declarant pursuant to Section 2.3 and this Section 4.3, even if the Declarant consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association or CND is withdrawn from the Common Area pursuant to this Section 4.3, upon

the Declarant's written request, the Association, CND, or both (as applicable) shall promptly execute and deliver to the Declarant any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area

Section 4.4 **Maintenance of Common Area and Compliance with Applicable Permits.** The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (including, without limitation, and any gated entry feature and associated improvements for the Property; but excluding utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. The Association shall maintain the Common Area in accordance with all permit requirements and conditions contained in applicable dredge and fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns Water Management District ("SJRWMD"), or St. Johns County, Florida, and in accordance with the PUD. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 4.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 4.5 **Maintenance of Roadways.** All of the Roadways (as defined in Section 12.1 below) shall be maintained by the Association for so long as they remain private. Without limiting the other provisions contained within this Declaration, the Association is responsible for the maintenance, repair and/or resurfacing of all paved and concrete surfaces forming a part of the Roadways or Common Area. Although pavement appears to be of durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Roadways or Common Area. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work shall be performed by a company licensed to perform such work.

Section 4.6 **Easement for Maintenance Purposes.** The Declarant hereby reserves for itself, the Association, the Master Association and their respective agents, employees, contractors, successors and assigns, an easement for access in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of access to and maintenance of the Common Area, and other portions of Property to be maintained by the Association or the Master Association, in accordance with the requirements of this Declaration or as provided by law. This easement shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any lawfully improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of this easement, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE V
ARCHITECTURAL CONTROL

Section 5.1 **Architectural Review and Approval**. No landscaping, improvement or structure of any kind, including without limitation, any building, house, fence, wall, pool, spa, ornamental statute, flag pole, play structure, satellite dish, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, or upon the Common Area, nor shall any addition, change or alteration therein or thereof be made, unless and until the contractor, builder, person or entity responsible for the construction and/or installation of any such landscaping, improvement or structure (or any addition, change or alteration thereto) and the plans, specifications and location of the same have been submitted to, and approved in writing by the Declarant or the Declarant's designee. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with Architectural Criteria, as such term is hereafter defined, which may be imposed from time to time by the Declarant. All plans and specifications submitted for review shall be evaluated for total effect and may be disapproved by the Declarant solely for aesthetic reasons, in the Declarant's sole and absolute discretion. No approval of plans and specifications for improvements constructed upon any Lot shall be construed to establish precedent or otherwise obligate the Declarant to approve applications involving similar designs proposed for other Lots. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Declarant and no plan or specification shall be deemed approved unless a written approval is granted by the Declarant to the Owner submitting same. The Declarant shall approve or disapprove plans and specifications properly submitted within twenty (20) business days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Declarant to the Owner submitting same.

Section 5.2 **Review Procedures**. The Declarant shall have the following rights with respect to architectural review and approval conducted in accordance with this Article V:

(a) To promulgate, amend, eliminate or replace architectural criteria applicable to architectural review to be conducted by the Declarant which shall be applicable to all or any portions of the Property (the "Architectural Criteria"). The Owners acknowledge that different portions of the Property may have different architectural themes, and that the Declarant may promulgate and implement different sets of Architectural Criteria for different portions of the Property. Notice of any amendment to the Architectural Criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the Architectural Criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the Architectural Criteria, or any amendment thereto, to be recorded.

(b) To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval

pursuant to this Article V. The Declarant may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the Declarant to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable Architectural Criteria.

(c) To approve or disapprove in accordance with the provisions of this Article V, any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon.

(d) To establish as part of the Architectural Criteria, objective standards for the approval of contractors constructing and/or installing any landscaping or other improvements within the Property, which standards may include requirements for licensing, insurance, good standing with the local Better Business Bureau, minimum net worth and demonstration of substantial experience in the construction and/or installation of landscaping and other improvements within areas of northeast Florida that are reasonably comparable to the landscaping and/or other improvements constructed and/or installed (or to be constructed and/or installed) within the Property. BY ESTABLISHING SUCH STANDARDS OR APPROVING ANY CONTRACTOR, DECLARANT SHALL NOT ASSUME LIABILITY FOR OR OTHERWISE BECOME RESPONSIBLE FOR ANY CLAIMS, DEMANDS OR DAMAGES ARISING IN CONNECTION WITH ANY SUCH CONTACTOR'S CONSTRUCTION OR INSTALLATION (AS APPLICABLE) OF ANY LANDSCAPING OR OTHER IMPROVEMENT WITHIN THE PROPERTY. IN NO EVENT SHALL DECLARANT BE DEEMED A PARTNER, JOINT VENTURER OR OTHER RELATED PARTY OF ANY KIND WITH OR TO ANY CONTRACTOR, AND ACCORDINGLY, DECLARANT CANNOT BE AND IS NOT RESPONSIBLE FOR, OR A GUARANTOR OF, PERFORMANCE BY ANY CONTRACTOR OF ANY OBLIGATION TO ANY OWNER.

(e) To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Declarant.

(f) To require each Owner to deposit a reasonable sum (the "Construction Deposit") with the Association to secure such Owner's compliance with the terms of this Declaration and all plans and specifications approved in accordance with this Article V.

(g) To assign to the Association, all or any portion of Declarant's rights of architectural review as reserved by this Article V.

Section 5.3 **Variance**. The Declarant, in its sole and absolute discretion, may (but shall not be obligated to) authorize variances from compliance with any architectural provisions of this Declaration or applicable Architectural Criteria when deemed appropriate by Declarant, such as, without limitation, topography, natural obstructions, hardships, or aesthetic or environmental

considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Declarant and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall have been delivered to the applicable Owner. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable Architectural Criteria covered by the variance, nor shall it affect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 5.4 **Assignment**. The Declarant reserves the right to assign its reserved rights under this Article V, in whole or in part, to the Association, who upon such assignment shall automatically assume all of the Declarant's obligations under this Article V with respect to the rights assigned. Upon such assignment, the Association shall be authorized to form an Architectural Review Board ("ARB"), who shall serve at the pleasure of the Board. The ARB shall thereafter be authorized to exercise all rights of architectural control that are assigned by the Declarant to the Association and authorized by this Article V. Notwithstanding anything in this Declaration to the contrary, the terms and provisions of this Article V may not be altered, amended or terminated without the written consent and joinder of Declarant.

Section 5.5 **Approval under Master Declaration**. All matters that are subject to architectural review and approval pursuant to Section 5.1 shall also be subject to review and approval in accordance with the terms and provisions of the Master Declaration. In the event of any conflict between any architectural review decision made pursuant to this Declaration, and an architectural decision made pursuant to the Master Declaration, the decision made pursuant to the Master Declaration shall control.

Section 5.6 **Limited Liability**. IN CONNECTION WITH ALL REVIEWS, ACCEPTANCES, INSPECTIONS, PERMISSIONS, CONSENTS OR REQUIRED APPROVALS BY OR FROM THE DECLARANT, THE ASSOCIATION OR THE MASTER ASSOCIATION AS CONTEMPLATED BY THIS ARTICLE V, THE DECLARANT, THE ASSOCIATION AND THE MASTER ASSOCIATION SHALL NOT BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST AN OWNER OR SUCH OTHER PERSON AND ARISING OUT OF OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF ANY SUCH REVIEWS, ACCEPTANCES, INSPECTIONS, PERMISSIONS, CONSENTS OR REQUIRED APPROVALS, WHETHER GIVEN, GRANTED OR WITHHELD BY THE DECLARANT, THE ASSOCIATION OR THE MASTER ASSOCIATION.

ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 **Creation of the Lien and Personal Obligation of Assessments**. Each Owner of a Lot within the Property who is a Member hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual and special assessments established and levied pursuant to the terms of this Declaration. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of the Owner. No Member may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 6.2 **Purpose of Assessments**.

(a) The annual assessments levied by the Association against all Members shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area (and to any other lands and improvements maintained by the Association), to fund the obligations of the Association set forth in Sections 4.4 and 4.5, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including, but not limited to, work within retention areas, drainage structures, and drainage easements. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area including, without limitation, the Surface Water or Stormwater Management System. The maintenance responsibilities of the Association payable through assessment of the Members shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management structures and improvements. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area including the Surface Water or Stormwater Management System.

(b) The Board may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or any cost sharing or similar agreement to which the Association is or may become a party. Special assessments shall be allocated among the Members as provided in Section 6.3 hereof.

Section 6.3 **Calculation and Collection of Assessments**. Annual assessments shall be established by the Board based upon an annual budget. Each Member's pro rata share of the total annual assessment or any special assessment shall be based upon an equal amount per Lot, except that to the extent assessed under this Declaration, any Lot which does not include a completed dwelling unit thereon, and any Lot which includes a completed "spec" home constructed by a builder but which has not yet been sold to a homebuyer, will be assessed at 10% of the amount of assessments

due from other Members since such Lots will not benefit from the maintenance and other services provided by the Association to the same extent as the other Lots owned by Members. The assessment obligations of each Member other than the Declarant shall commence upon the recordation of this Declaration in the public records of St. Johns County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board from time to time, which periodic basis shall not be less frequent than semiannually. Special assessments shall be collectable in advance in the manner established by the Board at the time such special assessments are authorized. In no event shall the Association be required to refund surplus assessments to the Members.

Section 6.4 **Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Association**. The lien of the Association shall be effective from and after recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Member, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Member shall pay the cost of such satisfaction. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Member. In the event the Association shall fail to bring such an action for collection of such delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal. Upon receipt of a written request therefor from any Member, the Association shall provide such Member with a written statement of all assessments and other charges due or to become due from such Member to the Association, which shall be binding on the Association through the date indicated on the Association's written statement.

Section 6.5 **Subordination of Lien to Mortgages**. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a mortgagee obtaining title to the Lot shall be added to the total budget for Common Expenses and shall be paid by all Owners including the mortgagee on a pro rata basis. Without limitation of an Owner's obligation to pay assessments and other sums due under this Declaration, if a third party, excluding the Declarant, CND, the Association, or a first mortgagee, obtains title to a Lot pursuant to a foreclosure sale or otherwise, such third party shall be obligated to pay the Association for all unpaid assessments, fines, interest, late fees, collection and other costs, and attorneys' fees and costs that accrued as of the date of such conveyance. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of

any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

Section 6.6 **Declarant's Assessments**. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots and other portions of the Property owned by the Declarant shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Declarant shall pay the balance of the actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Members other than the Declarant pursuant to assessments levied by the Board pursuant to this Declaration, including without limitation, Initial Fund Contributions made pursuant to Section 6.7 below (the "Operating Deficits"); provided that in no case is Declarant responsible to pay deficits due to delinquent Members. The Declarant shall be obligated to fund such Operating Deficits only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to any Owner and shall continue until the first to occur of (i) the date that the Declarant shall no longer have the right to appoint a majority of the Board; or (ii) the date that the Declarant shall notify the Association that it will no longer pay for Operating Deficits of the Association. Upon termination of the Declarant's agreement to pay Operating Deficits, the Declarant shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Declarant be obligated to pay for Operating Deficits of the Association after the Declarant no longer owns any Lots within the Property.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS WHICH MAY BECOME DUE FROM OWNERS. AS STATED ABOVE, THE DECLARANT HAS ELECTED TO FUND THE OPERATING DEFICITS AS PROVIDED IN SECTION 720.308(1)(b), FLORIDA STATUTES (2022). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2022), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF OPERATING DEFICITS OR OTHER AMOUNTS DUE FROM THE DECLARANT.

Section 6.7 **Capitalization of the Association**. In addition to the other assessments to be paid pursuant to the provisions of this Article VI, upon each and every conveyance to any party (the "Buying Party") of any Lot upon which a Residential Dwelling Unit has been completed, the Buying Party shall make an initial contribution to the capital of the Association (each contribution, the "Fund Contribution" and, collectively, "Fund Contributions") in an amount determined by the Board from time to time. This amount shall be collected at the closing of the purchase and sale of the applicable Lot and shall be disbursed to the Association. The purpose of the Fund Contribution is to ensure that the Association will have cash available for initial start up expenses, to meet unforeseen expenditures and to acquire additional equipment and services deemed necessary or desirable by the Board and may be used for any other purpose reasonably contemplated by this Declaration, the Association's Articles of Incorporation or Bylaws, as determined in the reasonable discretion of the Board. Fund Contributions shall not be deemed to be advance payments of any annual or special assessments, and

payment thereof shall have no effect on an Owner's responsibility for payment of any future annual or special assessments. There shall be no requirement to hold any Fund Contributions in a segregated account.

Section 6.8 **Area Assessments**. The Board may establish and levy annual and/or special assessments to fund specific services authorized by the Board from time to time which shall benefit only specific portions of the Property (the "Area Assessments"). The Area Assessments shall be levied against only those portions of the Property that receive the benefit of such services and shall be allocated among only the Owners of those Lots located within such portions of the Property, based upon the allocations established by Section 6.3 above. The boundaries of the portions of the Property that are deemed to receive the benefit of the Area Assessments authorized by this Section 6.8 shall be determined by the Board in its sole discretion.

Section 6.9 **Notice of Transfer**. Prior to the conveyance or transfer of any Lot or other portion of the Property, the Owner thereof shall obtain from the Association, a written statement of any and all assessments, costs, or other charges owed to the Association by such Owner with respect to such portion of the Property. All such assessments, costs and other charges shall be paid simultaneous with the closing of such Owner's conveyance or transfer of such portion of the Property, and in the event that the same shall not be paid, both the Owner and the Owner's grantee shall be jointly and severally responsible for the payment of same, and such portion of the Property shall be subject to the Association's lien for such unpaid sums as more particularly set forth in Article V of this Declaration. Following the closing of any such conveyance or transfer, the new Owner shall, within fifteen (15) days of the effective date of such conveyance or transfer, notify the Association of the name and mailing address of the new Owner.

ARTICLE VII **UTILITY PROVISIONS**

Section 7.1 **Water System**. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. Except to the extent expressly provided otherwise in this Declaration, each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines which are located within, or which serve, the portions of the Property owned by such Owners. No individual potable water supply system or well for consumptive or irrigation purposes shall be permitted on any Lot without the prior written consent of the Declarant.

In its efforts to conserve water, St. Johns County has required the use of reclaimed water (treated wastewater), to irrigate all landscaped areas in the Property. The use of reclaimed water to irrigate the Property will help conserve the domestic potable water supply. Reclaimed water is not potable and therefore not suitable for consumption. The water quality standards for reclaimed water imposed upon St. Johns County, Florida, who is providing reclaimed water to the Property, are established by various governmental regulatory agencies, and the standards may change from time to time. In no event shall the Declarant, its affiliates or any of their respective employees, agents or consultants, be liable for any damage or personal injury caused by reclaimed water.

Section 7.2 **Sewage System**. The central sewage system provided for the service of the Property shall be used as the sole sewage system for all buildings and improvements located within the Property. Each Owner shall maintain and repair all portions of the sewer lines located within, or which exclusively serve, the portions of the Property owned by such Owner, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 7.3 **Solid Waste Recycling**. Each Owner shall participate in any available solid waste recycling program instituted by the Declarant, St. Johns County, Florida, or the solid waste collection provider. Solid waste collection receptacle pads, if constructed within the Property, shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

Section 7.4 **Utility Services**. It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to the portions of the Property owned by such Owner

Section 7.5 **Lift Station**. Tract "A" as shown on the Plat of Silverleaf Parcel 14A shall be dedicated to St. Johns County, Florida for the installation, use and maintenance of water distribution and sewage collection systems. The Association shall be responsible for the maintenance of the Landscape Buffer Tract surrounding Tract "A", and St. Johns County, Florida shall be responsible for maintenance of the water distribution and sewage collection systems.

ARTICLE VIII
USE RESTRICTIONS AND RIGHTS AND EASEMENTS
RESERVED BY DECLARANT

Section 8.1 **Residential Use**. The Lots subject to this Declaration may be used for residential dwellings and for no other purpose; provided, however, the Lots may be used for model homes during the development and sale of Lots within the Property or other uses that are (i) permissible under the PUD; and (ii) expressly authorized in writing by the Declarant, in its sole discretion. No Lot shall be divided, subdivided, reduced in size or combined with another Lot without the prior written consent of the Declarant. Assessments for common expenses attributable to any Lot which may be subdivided or combined pursuant to this Section 8.1 shall be reallocated by the Declarant, in its sole discretion, at the time written consent for such subdivision is given by the Declarant.

Section 8.2 **No Detached Buildings**. No garages, gazebos, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Declarant.

Section 8.3 **Setbacks**. The building setbacks applicable to the Lots and the method of measurement of setbacks shall be as stated in the PUD. All setbacks shall be not less than as required under the PUD. More restrictive building setbacks may be included in the Design Guidelines adopted by the Declarant or the Association, as applicable, pursuant to the terms of Article V or the design guidelines adopted pursuant to the terms of the Master Declaration (which shall be subject to waiver in accordance with such design guidelines or the Design Guidelines (as applicable)).

Section 8.4 **Easement Areas**. No dwelling shall be erected within any easement area shown on any plat of all or any portion of the Property.

Section 8.5 **Lot Coverage**. Lot Coverage and Living Area. The maximum ground area to be occupied by residential buildings and structures to be constructed upon the Lots shall be as stated in the PUD and the minimum and maximum square footage of heated and air conditioned space within single family residences to be constructed on the Lots (if any) shall be as stated in the Design Guidelines adopted by the Declarant or the Association, as applicable, pursuant to Article V.

Section 8.6 **Landscaping and Irrigation**. Landscaping and irrigation shall be installed on each Lot in accordance with the requirements of the Architectural Criteria.

Section 8.7 **Motor Vehicles and Boats**. No watercraft (including without limitation, boats and jet skis), recreation vehicles or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building, or otherwise screened, so as to be totally isolated from public view. Parking within any Common Area is prohibited; provided that, subject to rules and regulations established by the Declarant or the Association, motor vehicles may be parked within Common Areas designated as parking areas by the Declarant or the Association. All Owners and their guests must park their vehicles in such Owners' driveway or garage. Commercial vehicles shall not be parked within the Property within public view on a regular basis. Notwithstanding any provision of this Section 8.7 to the contrary, the Board shall have the authority to grant permission for the temporary parking of recreational vehicles on a case-by-case basis, provided that in no event shall any recreational vehicle be parked on any Lot for more than seven (7) consecutive days.

Section 8.8 **Nuisances**. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Board, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 8.9 **Antenna**. The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the Declarant in accordance with Architectural Criteria imposed by the Declarant or the Association from time to time.

Section 8.10 **Lakes**. Only the Master Association or a sub-association authorized by the Master Association shall have the right to pump or otherwise remove any water from any lake located within or adjacent to the Property for the purpose of irrigation or other use. The Master Association or the Association (with the consent of the Master Association) shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No Owner shall have the right to place herbicide or any other chemicals within any lake. No gas or diesel driven boat shall be permitted to be operated on any lake except in connection with maintenance performed by the Master Association or the Association. Lots, Limited Common Areas and Common Areas which are adjacent to or include a portion of a lake (the "Lake Parcels") shall be maintained to the water's edge by the applicable Owner (or with respect to the Common Areas, the Association), so that the grass, plantings or other lateral support located within the Lake Parcels will prevent erosion of the embankment adjacent to the lake, and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Master Association. Further, all shoreline vegetation shall be maintained and controlled by the owner of any Lake Parcel pursuant to the requirements of Section 8.17. If the owner of any Lake Parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations, the Association and/or the Master Association shall have the right, but no obligation, to enter upon any such Lake Parcel to perform any maintenance work that may be reasonably required, all at the expense of the owner of the Lake Parcel pursuant to the provisions of Article VII of this Declaration. Title to any Lake Parcel shall not include ownership of any riparian rights. No docks, bulkheads or other structures shall be constructed on any embankments unless and until they are approved by the Declarant and the Master Association. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake within adjacent to or nearby the Property. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

Section 8.11 **Insurance and Casualty Damages**. Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately, and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Nothing shall be done or kept on the Property which increases the premium or deductible or results in the cancellation of any insurance policy held by the Association.

Section 8.12 **Trees**. No tree or shrub shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Declarant.

Section 8.13 **Artificial Vegetation**. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Declarant.

Section 8.14 **Signs**. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Declarant.

Section 8.15 **Lighting**. No lighting shall be permitted which alters the residential character of the Property. Holiday lighting and decorations shall be permitted to be placed upon the exterior portions of a Residential Dwelling Unit and upon a Lot in a tasteful, respectful manner (as determined by the Board) during a period commencing on Thanksgiving and continuing through January 10 of the following year, after which such lighting and decorations shall be removed. Lighting and decorations for any holiday other than that referenced above shall be permitted commencing fifteen (15) days prior to said holiday and continuing for five (5) days following said holiday, after which time said lighting and decorations shall be removed. The Board may establish standards for holiday lighting and decorations, and may require the removal of any lighting that creates a nuisance.

Section 8.16 **Animals**. Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify. By rule adopted by the Board from time to time, the Board may specify the maximum number and/or sizes of dogs, cats and other pets which may be kept on any Lot.

Section 8.17 **Maintenance of Lots and Limited Common Areas**. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or appurtenant Limited Common Area, and no refuse pile or unsightly objects shall be allowed to remain anywhere within the Property. All Lots and appurtenant Limited Common Areas and any improvements located within the Lots and Limited Common Areas, shall at all times be maintained by their respective Owners in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees,

turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the Property in accordance with the provisions of Article IX. Further, in the event that any landscaped or natural areas shall be removed or altered without approval pursuant to Article V, the Declarant and the Association shall have the right to require that the applicable Owner restore such areas, and such obligation may also be enforced in accordance with the provisions of Article IX. During construction of each home or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot. By rule adopted by the Board from time to time, the Board may specify the location for construction entrances and routes through the Property which shall be used by all parties participating in construction activities within the Property. Further, by rule adopted by the Board from time to time, the Board may specify exclusive locations for concrete washouts and similar uses occurring in connection with all such construction activities.

Section 8.18 **Fences**. Except as approved by the Declarant, no fence, wall or other barrier shall be constructed on any Lot or any other portion of the Property, except that swimming pools shall be fenced or otherwise secured as provided by law and subject to the Design Guidelines defined in Section 5.1. Any fence installed on any Lot or appurtenant Limited Common Area shall conform with the Design Criteria and shall be maintained in a state of good repair and replaced as necessary by the Owner of the applicable Lot. Further, no such fence may be removed or altered without the approval of the Declarant pursuant to Article IX.

Section 8.19 **Maintenance of Driveways**. Each Lot Owner shall be responsible for maintenance of the driveway serving his/her/their Lot.

Section 8.20 **Common DRI/PUD**. Due to the integrated nature of the Property and the lands described in the DRI and the PUD, no Owner, or any other person or entity shall construct any improvements upon the Property, nor take any action, which in the sole opinion of the Declarant, would result in a violation or modification of the terms and provisions of the DRI or the PUD, as the same may be amended from time to time, without the prior written consent of the Declarant.

Section 8.21 **Compliance with Laws**. All Owners and other occupants of the Property shall at all times comply with the terms of the DRI, the PUD, and all environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to any improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of improvements located within the Property.

Section 8.22 **Platting and Additional Restrictions**. The Declarant shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property, and to file any covenants

and restrictions, or amendments to this Declaration, with respect to any portion or portions of the Property owned by the Declarant or CND without the consent or joinder of any other party.

Section 8.23 **Reservation of Right to Release Restrictions**. If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Declarant shall have the right to waive or release the violation, variance or encroachment so long as the Declarant, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property. Any waiver or release given by Declarant pursuant to this Section 8.23 shall require the prior written consent of the Master Association.

Section 8.24 **Easements for Ingress, Egress, Utilities and Drainage**. The Declarant reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to construct, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; and (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property.

Section 8.25 **Drainage Flow**. Drainage flow shall not be obstructed or diverted from drainage easements. The Declarant or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or otherwise reserved in this Declaration. Notwithstanding any provision of this Section 8.25 to the contrary, neither the Declarant nor the Association shall take any action which shall alter the Surface Water or Stormwater Management System beyond maintenance in its original condition without the prior written approval of the SJRWMD.

Section 8.26 **Future Easements**. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any portions of the Property owned by Declarant or CND. In addition, Declarant hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Declarant or CND shall own any portion of the Property. The easements granted by Declarant shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 8.27 **Cable Television, Radio or Other Communication Lines**. The Declarant reserves for itself, and its successors and assigns, a perpetual, easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, on, in, and over (i) any area designated as an easement, private street,

or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 8.27, the term “cables” shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

Section 8.28 **Reserved Easements**. The Declarant reserves for itself, the Association, and their respective agents, employees, successors or assigns, easements, in, on, over and upon each Lot and the Common Area as may be reasonably necessary for the purpose of installing, enhancing, creating, preserving, maintaining or improving the Buffer Tract, Roadways, landscaped areas, conservation areas, wetland areas, lakes, ponds, hammocks, wildlife preserves or other Common Areas.

Section 8.29 **Mailboxes; Mailbox Easement**.

(a) If the Property does not utilize a centralized mail delivery system (e.g., clustered-type mailboxes), a mailbox shall be constructed on each Lot in compliance with the applicable Architectural Criteria, and such mailbox shall constitute the sole location for the delivery of mail to the occupants of such Lot. If cluster-type mailboxes are installed by the Declarant on the Property, such cluster-type mailboxes shall be owned and maintained by the Association, at the Association’s sole cost and expense. The Board shall have the right to establish, modify and enforce policies and procedures for the use of such cluster-type mailboxes, which shall include, without limitation, a charge for replacement mailbox keys.

(b) Declarant reserves for itself, its successors, assigns and designees, and grants to the Association and the Association’s successors, assigns and designees, a non-exclusive, perpetual easement over, under, across and through the area of each Lot from the front Lot line of each Lot and extending on a parallel line five (5) feet into each Lot for ingress, egress, installation, replacement, repair, maintenance, and use of cluster-type mailboxes. This easement shall be in addition to, rather than in place of, any other easements referenced in this Declaration or other easements of record.

Section 8.30 **Subdivision Development Activities of Declarant**. During the time that Declarant shall be engaged in the construction of roadways, utilities and other infrastructure within the Property, Declarant reserves the right to enter upon each Lot for the purpose of clearing trees and vegetation, and the excavation and filling of areas (including permitted jurisdictional wetlands) that in the judgment of the Declarant need to be cleared and filled for the installation of utilities, proper grading of right-of-way areas, or for aesthetic reasons. All areas to be disturbed on any Lot shall be filled with suitable fill material to an elevation equal to or higher than the existing grade. All work performed by the Declarant or its contractors on all Lots pursuant to this Section 8.30 shall be performed in accordance with all applicable construction and environmental permits. The Declarant shall indemnify, defend and hold harmless each Owner from and against any and all claims, liability or damages arising in connection with any clearing or filling activities conducted by the Declarant on each such Owner’s lot.

Section 8.31 **Hazardous Materials**. No Owner shall cause or permit any “Hazardous Substances” (as defined below) to be generated, placed, held, stored, used, located or disposed of

on the Property, except for Hazardous Substances commonly and legally used for household cleaning purposes and subject to compliance with all applicable laws, statutes, codes, ordinances and rules and regulations. “Hazardous Substances” shall mean any hazardous wastes and toxic substances, including, without limitation, those regulated under the Resource Conservation and Recovery Act of 1976, as amended in 1984; (42 U.S.C. Sec. 6901 et seq.); the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended in 1986; (42 U.S.C. Sec. 9601 et seq.); the Federal Toxic Substances Control Act; (15 U.S.C. Sec. 2601 et seq.); the Clean Air Act; (42 U.S.C. Sec. 7401 et seq.); the Pollutant Spill Prevention and Control Act; (F.S. Chapter 376 et seq.); and any other state, federal or local statutes or ordinances pertaining to environmental contamination, together with all rules, regulations, orders and the like, applicable to the same.

Section 8.32 **Trash**. No rubbish, trash, garbage or other waste material shall be kept or stored on any Lot, except for in trash receptacles which shall not be visible from any portion of the Common Area or any other Lot. Except as may be permitted by the Board, trash receptacles shall be placed curbside no earlier than 5:00 P.M. of the day prior to pick-up by garbage and trash removal services, and shall be removed from curbside no later than 10:00 P.M. of the day of pick-up. Declarant reserves the right, but is not obligated, to impose (and modify from time-to-time) and enforce rules and regulations relating to trash receptacles and the trash collection procedures for the Property. This Section 8.32 shall not apply to construction sites; provided that construction sites shall be kept in a neat and orderly condition.

Section 8.33 **Clothing Lines**. No clothing lines, clothing or any other items shall be hung, dried or aired in a manner which is visible from any portion of the Common Area or any other Lot.

Section 8.34 **Firearms**. The discharge of firearms within the Property is prohibited. No firearms are allowed within the Common Area unless the firearm is carried by a certified law enforcement officer. The term “firearms” includes “BB” guns, “airsoft” guns, and any other guns (toy or otherwise) which shoot a projectile, regardless of size. Notwithstanding anything in this Declaration, the Articles or the Bylaws to the contrary, the Association shall not be obligated to take any action to enforce this Section 8.34.

Section 8.35 **Rental Restrictions**.

(a) No Lot may be leased by any Owner or any Owner’s agent, tenant or other person having an interest in a Lot, to any party for a term which is less than six (6) months. No Lot may be leased more than twice during any twelve (12) month period, based on the commencement date of the first lease. Any extension of the term of any lease shall be for a period of not less than six (6) months. No Owner shall at any time lease more than two (2) Lots within the Property. For the purposes of this Section 8.24, (i) the term “Lot” includes all or any part of a Lot or any dwelling unit located on the Lot, (ii) the term “lease” or “leased” means and includes any lease, license or similar agreement, whether oral or written, including without limitation, any house swapping arrangement, and (iii) renewal rights shall not be included in the determination of the term of a lease. Not less than the entire home located on any Lot may be leased, and no time share units or vacation plans, as defined in Chapter 721, Florida Statutes, or otherwise, may be

created or operated on any Lot. All leases shall be in writing and shall state the term thereof (a “**Lease Document**”), and the Association shall have the right, upon request, to inspect any Lease Document from time to time in order to verify that such document conforms to the requirements of this subsection (a). Each Owner shall provide a copy of each applicable Lease Document to the Association not less than five (5) business days prior to the commencement date for such lease. Upon violation of any provision of this subsection (a), the Association may impose a fine against an Owner, or any tenant, guest or invitee of such Owner, for each day such violation continues, up to the maximum aggregate fine determined by the Association’s Board of Directors from time to time. The Association shall be entitled to a lien upon such Lot with respect to any such fine, which shall be enforceable in the same manner that liens for assessments are enforceable pursuant to the terms of Article V hereof or Chapter 720, Florida Statutes, as the same may be amended from time to time. The foregoing provisions shall not preclude, limit or impair the rights of any party to otherwise enforce the provisions of this Declaration or to pursue any other remedies available at law or in equity.

(b) All lessees and all other occupants of any Lot shall be subject to all terms and provisions of this Declaration and all of the other governing documents of the Association, to the same degree as all owners of any Lot. Each Owner agrees to cause his or her lessee, and all other occupants of any Lot, to comply with the provisions of this Declaration and all other governing documents of the Association. Each Owner shall be responsible and liable for all violations, damages or losses caused by such lessees or occupants, notwithstanding the fact that all such lessees and occupants shall also be fully and personally liable to the Association for any such violations, damages or losses. In the event that any lessee or occupant of any Lot shall violate any provision of this Declaration or any other governing documents of the Association, the Association’s Board of Directors shall have the right and authority to bring legal proceedings against such persons to recover damages, seek injunctive relief, or for any other remedy available at law or in equity. Each Owner shall be jointly and severally liable with such Owner’s lessee or other occupants of the Owner’s Lot, to the Association for any amount (as determined in the sole and reasonable discretion of the Association) required to enable the Association to repair any damage to any portion of the Property or to pay any claim for personal injury, death or damage to property caused by the act or omission of such lessee or occupant. The Association shall be entitled to a lien upon each applicable Lot with respect to any sums due to the Association pursuant to this subsection (b), which shall be enforceable in the same manner that liens for assessments are enforceable pursuant to the terms of Article V hereof or Chapter 720, Florida Statutes, as the same may be amended from time to time.

(c) Notwithstanding anything to the contrary contained in this Declaration, during the Development Period, any party acquiring one or more Lots for the purposes of building a Residential Dwelling Unit thereon and selling such improved Lot to an end user (each such party a “**Builder**” and, collectively, “**Builders**”) shall be entitled to lease certain Lots designated by the Developer for the development of model homes and the leasing restrictions set forth in this Section 8.35 shall not apply to such leasing transactions.

Section 8.36 **Pools**. No above-ground pools shall be erected, constructed or installed on any Lot; provided that above-ground Jacuzzis or spas are permitted (subject to approval in accordance with Article V above).

Section 8.37 **Air Conditioning Units**. No window air conditioning units may be installed on any Lot. All air conditioning units shall be screened from view from the Common Area and other Lots.

Section 8.38 **On-Site Fuel Storage**. No on-site storage of gasoline, fuels or other flammable or explosive matters shall be permitted on any Lot, except that up to five (5) gallons of gasoline may be stored on a Lot for emergency purposes and operation of lawn equipment.

Section 8.39 **Play Equipment**. Except as may be permitted by the Board, all bicycles, tricycles, scooters, skateboards and other play equipment, wading pools, baby strollers and similar items shall be stored so that such items are not visible from any portion of the Common Area or any other Lot.

Section 8.40 **No Solicitation**. No solicitation shall be allowed at any time within the Property, except by the Declarant or its successors, assigns or designees during the marketing or the sale of Lots or houses.

Section 8.41 **Guests, Tenants and Invitees**. Each Owner shall be responsible for the actions of family members, guests, employees, agents, tenants or other invitees, and shall ensure that such individuals comply with this Declaration, the Articles, the Bylaws and the rules and regulations of the Association. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his/her/their act, neglect or carelessness or by that of any family members, guests, employees, agents, tenants or other invitees.

Section 8.42 **Conservation Areas**. As used in this Section 8.42, the term "conservation areas" means any land within the Property (or annexed into the Property as provided in this paragraph), except for Lots, designated or identified, at any time and from time-to-time, on a plat, by any permit or approval issued by any applicable governmental authority, or by Declarant, in Declarant's sole and absolute determination, as a conservation area, buffer area, or upland or wetland preservation, enhancement or creation area. Declarant may, at any time and from time-to-time, evidence the designation of any land as part of the conservation areas under this Section 8.42 and/or annex any land which is contiguous to the Property then subject to this Declaration (for purposes of this Section 8.42, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous) into the Property subject to this Declaration and into the conservation areas under this Section 8.42 by the recording in the public records of St. Johns County, Florida, of a Supplementary Declaration executed by the Declarant (without the consent and joinder of the Association or any other Owner). Each Owner and the Association acknowledge and agree that the conservation areas may provide mitigation or otherwise be a condition or requirement for the development of the Property and/or any other lands outside of the Property.

Subject to all applicable laws, permits, approvals, and recorded conservation easements, at any time and from time to time, Declarant shall have the right to specifically define, amend, revise or modify (including, without limitation, removing land from the conservation areas and making any other uses of such land) the boundaries of the conservation areas or any portion thereof, and Declarant's determination of the boundary and the extent of any conservation areas shall be

dispositive for all purposes. At any time and from time-to-time, Declarant shall have the right to execute and record an instrument which shall specifically define or amend the boundary and the extent of any conservation areas.

Declarant hereby reserves for itself, and its agents, employees, contractors, successors, assigns and designees, a perpetual easement, in, on, over, under and through the conservation areas for the purposes of ingress and egress and to perform any work, installations, maintenance, replacements, monitoring or other activities required under any current or future permits or approvals affecting the conservation areas.

The Association shall cooperate with Declarant as to Declarant's permitting of the Property or any other lands so as to allow the inclusion of the conservation areas or any portion thereof selected by Declarant in Declarant's permits, including, without limitation, executing and promptly delivering to Declarant (no later than five (5) days after request therefor) any permit applications, consents, conservation easements or other documents as may be required by Declarant. The Association shall be deemed to have assumed any assignment of any or all rights and/or obligations (including, without limitation, the obligation to perform any creation, enhancement, preservation, monitoring or maintenance work and/or the obligation to be the operation and maintenance entity under any permit or approval) under any current or future permits or approvals affecting the conservation areas which are assigned by Declarant to the Association. Without limitation of the automatic nature of such assignment and assumption, within ten (10) days of request from the Declarant to the Association, the Association shall execute and deliver to Declarant any instruments as may be required by the Declarant or any governmental authority to confirm such assignment and assumption.

Upon the recordation of any deed or deeds conveying the conservation areas or any portion thereof to the Association, with or without the consent or joinder of the Association and regardless of whether or not such conservation areas have been designated as Common Area hereunder, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds, subject to all covenants, easements, restrictions and other matters of record.

Notwithstanding anything in the Declaration to the contrary, (i) the rights of Declarant under this Section 8.42 are personally held by the named Declarant set forth in the first paragraph of this Declaration and may only be assigned by a recorded assignment executed by such named Declarant (or any specific assignee of such named Declarant as described in this paragraph) which specifically references the assignment of this Section 8.42, (ii) the terms and provisions of this Section 8.42 shall not be amended or terminated without the consent and joinder of such named Declarant (or any specific assignee of such named Declarant as described in this paragraph) and any attempt to do so shall be void *ab initio*, and (iii) the terms and provisions of this Section 8.42 shall control over any inconsistent terms and provisions otherwise set forth in this Declaration.

Section 8.43 **Flags and Flagpoles**. Any Owner may erect a freestanding flagpole no more than twenty (20) feet high on any portion of the Lot if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including,

but not limited to, applicable county or municipal ordinances. Furthermore, and notwithstanding any provision in this Declaration to the contrary, any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than four and one-half feet (4.5) by six (6) feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag.

Section 8.44 **Garage Sale, Yard Sale, Estate Sale**. Without the prior written consent of the Association, no garage sales, yard sales or estate sales, which include the sale of household type items or furnishings displayed on the driveway, yard or in the garage shall be permitted on any portion of the Property.

ARTICLE IX **EXTERIOR MAINTENANCE ASSESSMENT**

Section 9.1 **Exterior Maintenance**. Each Owner shall be responsible for maintaining his/her/their Residential Dwelling Unit, Lot and any improvements located thereon (including, without limitation, painting, roof repair and replacement, repair of gutters, downspouts, and exterior building surfaces) in accordance with this Declaration and any rules and regulations of the Association. If any Owner fails to maintain his/her/their Residential Dwelling Unit, Lot and any improvements located thereon in accordance with this Declaration and any rules and regulations of the Association, then the Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary, in the opinion of the Board. Each affected Owner shall have twenty (20) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 9.2 **Assessments of Costs**. The cost of any maintenance undertaken by the Association under the provisions of Section 9.1 shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board, benefiting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VI hereof. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys' fees, and costs of collection, as provided for in Article VI, and shall be subordinate to mortgage liens to the extent provided by Article VI.

Section 9.3 **Access**. For the purpose of performing the maintenance authorized by this Article IX, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 9.1, to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

ARTICLE X
MASTER ASSOCIATION

Section 10.1 **Master Association Membership.** Each Owner shall automatically become a member of the Master Association upon acceptance of a deed to a Lot and the issuance of a certificate of occupancy or similar authorization by St. Johns County, Florida or other governmental authority having jurisdiction, for a residential dwelling unit constructed on the Lot. The Master Association represents Owners and residents of certain portions of the Silverleaf Development. The Master Association acting through its Board of Directors, shall have certain powers, rights and duties with respect to the Property and with respect to the Silverleaf Development all as more particularly set forth in the Master Declaration and other governing documents of the Master Association.

Section 10.2 **Lien Rights.** The Master Association is entitled to a lien upon any Lot for any unpaid assessments levied pursuant to the terms of the Master Declaration.

Section 10.3 **Responsibilities of this Association.** If for any reason the Association refuses or fails to perform the obligations imposed on it under the terms of this Declaration or any other governing documents of the Association, the Master Association shall and is hereby authorized, but shall have no obligation, to act on behalf of the Association, and any expenses incurred by the Master Association in taking such action shall be reimbursed by the Association.

ARTICLE XI
NOTICE OF PERMIT REQUIREMENTS

Section 11.1 **Jurisdictional Areas and Permits.** THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF CERTAIN PERMITS ISSUED BY THE ACOE AND THE SJRWMD (THE "PERMITS"), AS SUCH PERMITS MAY BE AMENDED FROM TIME TO TIME. THE PERMITS ARE OR WILL BE OWNED BY THE DECLARANT, THE ASSOCIATION AND/OR THE MASTER ASSOCIATION AND THE DECLARANT, THE ASSOCIATION AND/OR THE MASTER ASSOCIATION HAVE THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE DECLARANT, THE ASSOCIATION AND/OR THE MASTER ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE, THE SJRWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT, SHALL BY ACCEPTANCE OF TITLE TO THE LOT BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO THE OWNER'S LOT AND SHALL AGREE TO MAINTAIN THE JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DECLARANT,

THE ASSOCIATION AND/OR THE MASTER ASSOCIATION IS CITED THEREFOR, THE OWNER AGREES TO INDEMNIFY, DEFEND AND HOLD THE DECLARANT, THE ASSOCIATION AND/OR THE MASTER ASSOCIATION HARMLESS FROM ALL CLAIMS, LIABILITIES AND COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COSTS AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SJRWMD OR THE ACOE, AS APPLICABLE.

ARTICLE XII
RIGHTS AND EASEMENTS GRANTED BY DECLARANT

Section 12.1 **Easement for Ingress and Egress**. All Owners and their guests, invitees, agents and employees, and all delivery, pickup and fire protection services, police, and other authorities of the law, United States mail carriers, representatives of the utilities authorized by the Association to serve the Property, holders of mortgage liens on any portion of the Property and such other persons as the Declarant or the Association may designate from time to time, shall have and are hereby granted the non-exclusive and perpetual right of vehicular and pedestrian ingress and egress over and across all paved areas located within the real property more particularly described on **Exhibit E** attached hereto and made a part hereof (the "**Roadways**"). To the extent that additional lands are made subject to this Declaration pursuant to Section 3.2 hereof, the easement granted hereby may be expanded to include additional roadways by specific reference thereto contained in one or more Supplementary Declarations referenced in Section 3.2 hereof.

Section 12.2 **Right to Restrict Access**. Notwithstanding the provisions of this Declaration to the contrary, the Declarant and the Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Declarant or the Board, may create or participate in a disturbance or nuisance on any part of the Property or on any land owned by the Declarant which is adjacent to or near the Property. The Declarant and the Association shall have the right, but no obligation, from time to time to control and regulate all types of traffic on the Roadways referenced in this Article XI including the right to prohibit use of the Roadways by traffic or vehicles (including and without limitation, motorcycles and "go carts") which in the sole opinion of the Declarant or the Board would or might result in damage to the Roadways or pavement or other improvements, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part of such Roadways. The Declarant and the Association shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other things natural or artificial, placed on or located on any portion of the Property, if the location of the same will in the sole judgment and opinion of the Declarant or the Board, obstruct the vision of a motorist upon any of the Roadways referenced in this Article XI. In the event and to the extent that the Roadways or easements over and across the Roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this Section 12.2 thereafter shall be of no further force or effect.

Section 12.3 **Rights of Declarant to Alter Roadways**. Declarant and its successors and assigns shall have the sole and absolute right at any time, with the consent of St. Johns County, Florida or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property, to dedicate to the public all or any part of the Roadways and all or any part of the easements reserved herein or on any plat of any portion of the Property. In addition, Declarant shall have the right to redesignate, relocate or terminate any of the easement areas described in Section 12.1 without the consent or joinder of any party so long as no Lot is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

ARTICLE XIII **GENERAL PROVISIONS**

Section 13.1 **Declarant's Reserved Rights re: Easements**. Notwithstanding any provision of this Declaration to the contrary, the Declarant shall have the right to specifically define or amend the boundaries or extent of any easement, license, or use right reserved or granted pursuant to the terms hereof. At any time, the Declarant shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use right, or the Declarant may specifically define or amend such boundaries by the designation thereof on one or more recorded plats of portions of the Property. The Declarant's determination of the boundary and extent of any easement, license or use right reserved or granted pursuant to this Declaration in accordance with this Section 13.1, shall be dispositive for all purposes; provided nothing contained in this Section 13.1 shall authorize the Declarant to take any action that would have a material and adverse effect on any improved portion of the Property.

Section 13.2 **Remedies for Violations**. If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration, it shall be lawful for the Association, the Master Association, the Declarant or any Owner (i) to prosecute proceedings at law for the recovery of damages against those violating or attempting to violate the covenant or restriction; or (ii) to maintain any proceeding against those violating or attempting to violate the covenant or restriction for the purpose of preventing or enjoining all or any violations, including seeking mandatory injunctions requiring compliance with the provisions of this Declaration. The ACOE and the SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or SJRWMD. In the event of a dispute arising under this Declaration, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recovery of its reasonable attorneys' fees and costs which shall include attorneys' fees and costs for pretrial preparation, trial, appeal and in bankruptcy proceedings. Such attorneys' fees and costs shall include attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline. The remedies described in this Section 13.2 shall be construed as cumulative of all other remedies now or

hereafter provided or made available elsewhere in this Declaration, or by law. For the avoidance of doubt, any Owner or other person's violation or attempted violation any of the covenants or restrictions set forth herein shall not be deemed a Dispute (as defined in Section 13.3 below) subject to the provisions of Section 13.3 hereof.

Additionally, the Association shall be authorized to levy fines against Owners for violations of the terms and conditions of this Declaration, the Articles, and the Bylaws, and any and all rules and regulations of the Association. No fine may exceed \$100.00 for any single violation, except that a fine may be levied on the basis of each day of a continuing violation. In such event, the fine shall not exceed \$1,000.00 in the aggregate. A fine of \$1,000.00 shall constitute a lien against an Owner's Lot. No fine may be levied except after giving at least fourteen (14) days' written notice and opportunity for a hearing before a committee comprised of at least three (3) Owners appointed by the Board, as provided in Section 720.305(2)(b), Florida Statutes.

Section 13.3 **Dispute Resolution**

(a) By acceptance of a deed to a Lot, each Owner specifically agrees that the purchase of a Lot involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Disputes" (whether sounding in contract, warranty, tort, statutory or otherwise), shall include, without limitation, any and all controversies, disputes or claims (1) arising under, or related to any dealings between the Lot Owner and the Declarant or CND; (2) arising by virtue of any representations, promises or warranties alleged to have been made by the Declarant or the Declarant's representatives; (3) relating to personal injury or property damage alleged to have been sustained by the Owner, the Owner's heirs, successors, or any other occupants of the Lot; or (4) issues relating to the validity or enforceability of this Section 13.3. Each Owner agrees to the foregoing on behalf his or herself and such Owner's heirs, successors, assigns and other occupants of the Lot with the intent that all such parties be bound by this Section 13.3. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend or otherwise toll the applicable time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

(b) Any and all mediations commenced by any Owner, or any of such Owner's heirs, successors or assigns, or the Declarant shall be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to

inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

(c) If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) or includes a demand for punitive damages, the Dispute shall be heard and determined by three (3) arbitrators; however, if mutually agreed to by the Lot Owner and the Declarant, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

(d) The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. By acceptance of a deed to a Lot, each Owner specifically agrees (i) that any Dispute involving the Declarant's affiliates, directors, officers, employees or agents and/or any of CND's affiliates, directors, officers, employees, or agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (ii) that the Declarant may, at its sole election, join the Declarant's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (iii) that the mediation and arbitration will be limited to the parties specified herein.

(e) To the fullest extent permitted by applicable law, by acceptance of a deed to a Lot, each Owner specifically agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, by acceptance of a deed to a Lot, each Owner agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

(f) Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting party shall be awarded reasonable attorneys' fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In

addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees and expenses incurred in enforcing such settlement or award.

(g) An Owner may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

(h) The Declarant supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

(i) Notwithstanding the requirements of arbitration stated in this Section 13.3, each Owner shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

(ii) Prior to the date on which Declarant turns over control of the Association to the Owners other than Declarant, the Declarant agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

(iii) The fees for any claim pursued through arbitration in an amount of Ten Thousand and No/100 Dollars (\$10,000.00) or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

(i) Notwithstanding the foregoing, if either the Declarant or an Owner seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

(j) THE DECLARANT AND EACH OWNER BY ACCEPTANCE OF A DEED TO A LOT SPECIFICALLY AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE

AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS THE DECLARANT FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 12.3(D) ABOVE.

(k) For the purposes of clarity, this Section 13.3 is solely applicable Disputes between each individual Owner and the Declarant and/or CND and nothing contained within this Section 13.3 shall preclude the Association from filing an action against the Declarant or any Owner in a court of law or equity.

Section 13.4 **Severability**. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 13.5 **Additional Restrictions**. No Owner, without the prior written consent of the Declarant, may impose any additional covenants or restrictions on any part of the Property, but the Declarant may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 13.6 **Titles**. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 13.7 **Termination or Amendment**. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Declarant, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that no such termination or amendment shall be effective without the written consent and joinder of the Declarant if (i) the Declarant owns any land within the Property, or (ii) the amendment or termination affects Declarant's reserved easement rights under this Declaration. Further, until such time as the Declarant shall no longer hold a majority of the votes in the Association, subject to the requirements of Section 720.3075(5), Florida Statutes (2022), the Declarant shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any amendment to this Declaration which alters any provision relating to the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Area, must have the prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of ACOE. Any

amendment to this Declaration shall be executed by the Association and the Declarant, if applicable, and shall be recorded in the public records of St. Johns County, Florida.

Section 13.8 **Assignment of Permit Responsibilities and Indemnification**. In connection with the platting and development of the Property, the Declarant may assume certain obligations in connection with the Permits. The Declarant may at any time assign to the Association, and the Association shall accept, the Permits and all of the Declarant's obligations and responsibilities for compliance with the Permits. Following such assignment the Association shall indemnify, defend and hold the Declarant harmless from all suits, enforcement actions, damages, liability and expenses in connection with any violation of the Permits occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

Section 13.9 **Enforcement by SJRWMD**. The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provision contained in this Declaration that relate to the maintenance, operation, and repair of the surface water or stormwater management system.

Section 13.10 **Conflict or Ambiguity in Documents**. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 13.11 **Usage**. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 13.12 **Effective Date**. This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

Section 13.13 **Recreational Facilities**. All trails, parks and other recreational facilities furnished by the Declarant or the Association shall be used at the risk of the user, and neither the Declarant nor the Association shall be liable to any person for any claim, damage or injury occurring thereon or related thereto. Each Owner hereby releases and agrees to indemnify, defend and hold the Declarant, the Association, and their respective members, partners, shareholders, directors, officers, employees and agents harmless with respect to any claims, demands, losses, costs, fees, expenses and causes of action related to, or in any way pertaining to, use of any recreational facilities furnished by the Declarant or the Association (including, without limitation, anything alleged to relate to any alleged sole or comparative negligence by the Declarant or the Association).

Section 13.14 **Disclaimers as to Water Bodies**. NEITHER THE DECLARANT, THE ASSOCIATION, THE MASTER ASSOCIATION NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI GOVERNMENTAL AGENCY OR

AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

Section 13.15 **Disclaimer of Liability of Association.** NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(A) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

(B) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, ANY

LOCAL GOVERNMENT, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(C) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS/HER/THEIR ACCEPTANCE OF TITLE TO HIS/HER/THEIR LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTIES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DECLARANT AND ALL PARTIES RELATED THERETO, ALL OF WHICH SHALL BE FULLY PROTECTED HEREBY.

[This Space Intentionally Left Blank]

Signed, sealed and delivered
in the presence of:

**EVERGREEN ISLAND AT SILVERLEAF
HOMEOWNERS ASSOCIATION, INC.**, a Florida
not-for-profit corporation

NS
Name Printed: Nyssa Crosby

Address: 680 Crosswater Pkwy, Ponte Vedra, FL

By: [Signature]
Name: Michael Sohl
Its: President

[Signature]
Name Printed: Karla Williams
Address: 680 Crosswater Pkwy
Ponte Vedra, FL

STATE OF FLORIDA }
COUNTY OF St. Johns } SS

The foregoing instrument was acknowledged before me this 3 day of June,
2025, by means of physical presence or online notarization by Michael Sohl,
as President of **EVERGREEN ISLAND AT SILVERLEAF
HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the
corporation.

[Signature]
Print: Kimberly Humbles
NOTARY PUBLIC
State of Florida at Large
Commission # HH 614852
My Commission Expires: 3.14.29
Personally Known
or Produced I.D.
[check one of the above]
Type of Identification Produced



KIMBERLY HUMBLES
Commission # HH 614852
Expires March 14, 2029

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The lands shown and described on the plat of Silverleaf Parcel 14A, recorded in Map Book 129, Pages 15 through 23, inclusive, of the Public Records of St. Johns County, Florida.

LESS AND EXCEPT:

Parcel A (Lift Station) according to the plat of Silverleaf Parcel 14A, recorded in Map Book 129, Pages 15 through 23, inclusive, of the Public Records of St. Johns County, Florida.

EXHIBIT B

ARTICLES OF INCORPORATION

[Attached on following pages]

(((H25000088925 3)))

**ARTICLES OF INCORPORATION
OF
EVERGREEN ISLAND AT SILVERLEAF HOMEOWNERS ASSOCIATION, INC.
(a corporation not-for-profit)**

I. I. NAME AND DEFINITIONS.

The name of this corporation shall be Evergreen Island at Silverleaf Homeowners Association, Inc. (the "Association"). All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions for Evergreen Island at Silverleaf to be recorded in the current public records of St. Johns County, Florida (the "Declaration").

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

The location of the Association's principal office and its mailing address shall be 680 Crosswater Parkway, Ponte Vedra, Florida 32081, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

III. PURPOSES.

The general nature, objects and purposes of the Association are:

A. To promote matters of common interest and concern of the Owners of property within the real property subject to the terms and provision of the Declaration.

B. To own, maintain, repair and replace the Common Area, including without limitation the structures, landscaping and other improvements located thereon, for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with all permits issued by the St. Johns River Water Management District and the United States Army Corps of Engineers, and all laws and regulations pertaining thereto, and to assist in the enforcement of the Declaration which relate to the Surface Water or Stormwater Management System.

D. To cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the Property.

E. To provide, purchase, acquire, replace, improve, maintain, operate and repair such buildings, structures, landscaping, equipment, and to provide such other services for the benefit of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

F. To operate without profit for the sole and exclusive benefit of its Members.

G. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.

IV. **GENERAL POWERS.**

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property, to enter into, make, perform or carry out contracts and agreements of every kind with any person, firm, corporation, community development district or association (including, without limitation, contracts for services to provide for operation and routine custodial maintenance of the Surface Water or Stormwater Management System); to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into **agreements with other property owners' associations or maintenance entities for the collection of** such assessments. The foregoing shall include the power to levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System. Such assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System, including but not limited to, work within retention areas, drainage structures and drainage easements.

F. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.

G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.

H. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed, or in payment for property acquired, or for any of the other purposes of the Association, and to

((H25000088925 3)))

secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

I. To merge with any other association which may perform similar functions located within the same general vicinity of the Property.

J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

V. **MEMBERS.**

The members ("Members") shall consist of the Declarant and each other Owner of a Lot or other parcel within the Property on which one or more residential dwelling units have been completed. Such completion shall be evidenced by a certificate of occupancy or similar authorization by the City of Jacksonville or other governmental entity having jurisdiction.

VI. **VOTING AND ASSESSMENTS.**

A. Subject to the restrictions and limitations hereinafter set forth, each Member shall be entitled to the number of votes in the Association computed as follows:

1. The Members, other than the Declarant, who are Owners shall have one (1) vote for each Lot owned by them. The votes of Members who are Owners shall be exercised directly by such Owners or their authorized representatives.

2. The Declarant shall have the number of votes equal to the number of votes allocated to the Members other than the Declarant, plus one (1) vote. The Declarant shall have such voting rights until the first to occur of: (i) three (3) months after ninety percent (90%) of the Lots in all phases of Property (including any lands which may be annexed into the Property pursuant to the Declaration) have been conveyed to Members other than builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale, or (ii) such earlier date as the Declarant may elect to terminate such voting rights by notice to the Association. Thereafter, the Declarant shall have one (1) vote for each Lot owned by the Declarant.

B. When an Owner who is a Member is comprised of one or more persons or entities, all such persons shall be Members, and the vote(s) for the applicable portions of the Property shall be exercised as they among themselves shall determine. The votes allocated to any Owner pursuant to these Articles, cannot be divided for any issue and must be voted as a whole, except where otherwise required by law. The affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

C. The Association will obtain funds with which to operate by assessment of the Owners in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto. Any Member who is delinquent in

(((H25000088925 3)))

the payment of assessments due the Association shall be deemed to be not in good standing with the Association for the period of time that such delinquency shall continue.

VII. BOARD OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors. Directors need not be Members of the Association and need not be residents of the State of Florida. Until such time that the Members other than the Declarant become entitled to elect a majority of the members of the Board of Directors pursuant to Section 720.307, Florida Statutes, as the same may be amended from time to time, the Declarant shall have the right to appoint all of the Directors; provided, however, the Members other than the Declarant shall become entitled to elect one (1) Director at the annual meeting of the Association following the date that fifty percent (50%) of the Lots in all phases of Property (including any lands which may be annexed into the Property pursuant to the Declaration) have been conveyed to Members other than builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale. The Declarant shall be entitled to elect at least one (1) Director for so long as the Declarant holds for sale in the ordinary course of business, at least five percent (5%) of the Lots in all phases of Property (including any lands which may be annexed into the Property pursuant to the Declaration). To the fullest extent permitted by law, Declarant's determination of phasing and the number of Lot to be developed on the Property (as may be expanded) shall be controlling for all purposes of these Articles.

B. Elections shall be by plurality vote. At the first annual election of the Board of Directors, the terms of office of the elected Directors shall be established at one (1) year. In no event can a Board member appointed by the Declarant be removed except by action of the Declarant. Any Director appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor Director may be appointed, at any time by the Declarant.

C. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

Michael Sohl
680 Crosswater Parkway
Ponte Vedra, Florida 32081

Vincent Coppola
680 Crosswater Parkway
Ponte Vedra, Florida 32081

Kevin Wilson
680 Crosswater Parkway
Ponte Vedra, Florida 32081

(((H25000088925 3)))

(((H25000088925 3)))

VIII. OFFICERS.

The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Members and until their successors are duly elected and qualified are:

President	Michael Sohl
Vice President	Vincent Coppola
Treasurer/Secretary	Kevin Wilson

IX. CORPORATE EXISTENCE.

The Association shall have perpetual existence. These Articles shall become effective upon filing as prescribed by law.

X. BYLAWS.

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by resolution of the Board of Directors.

XI. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes allocated to the Members pursuant to these Articles.

XII. INCORPORATOR.

The name and address of the Incorporator is as follows:

Michael Sohl
680 Crosswater Parkway
Ponte Vedra, Florida 32081

XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

A. To the extent allowed by law, the Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity

(((H25000088925 3)))

as a Director or officer of the Association or as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, **including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal thereof**, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against **the reasonable expenses including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein** if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted

(((H25000088925 3)))

(((H25000088925 3)))

for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XV. DISSOLUTION OF THE ASSOCIATION.

A. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

2. Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the portion of Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

B. The Association may be dissolved upon a resolution to that effect being approved by a majority of the Board of Directors and by two-thirds (2/3) of the Members. In the event of incorporation by annexation or otherwise, of all or part of the Property by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

C. In the event of termination, dissolution, merger, or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity that would comply with Section 40C-42.027, Florida Administrative Code, and be approved by the St. Johns River Water Management District prior to such termination, dissolution, merger, or liquidation. Further, such termination, dissolution, merger, or liquidation shall require the approval of the Army Corps of Engineers.

(((H25000088925 3)))

(((H25000088925 3)))

XVI. MERGERS AND CONSOLIDATIONS.

Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner provided by Chapter 617, Florida Statutes as the same may be amended from time to time. For purposes of any vote of the Members required pursuant to said statutes, for so long as the Declarant shall own any portion of the Property, any such merger or consolidation shall require the Declarant's prior approval.

[Signature on Following Page]

(((H25000088925 3)))

((H25000088925 3))

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 10th day of March, 2025.

Michael Sohl

Michael Sohl
Incorporator

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

EVERGREEN ISLAND AT SILVERLEAF HOMEOWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 680 CROSSWATER PARKWAY, PONTE VEDRA, FLORIDA 32081, HAS NAMED MICHAEL SOHL, WHOSE ADDRESS IS 680 CROSSWATER PARKWAY, PONTE VEDRA, FLORIDA 32081, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

EVERGREEN ISLAND AT SILVERLEAF HOMEOWNERS ASSOCIATION, INC.

By: *Michael Sohl*

Michael Sohl
Incorporator

Dated: March 10, 2025

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE-NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, MICHAEL SOHL HEREBY AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF HIS DUTIES.

Michael Sohl

Michael Sohl
Registered Agent

Dated: March 10, 2025

((H25000088925 3))

STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR BOTH FOR CORPORATIONS

Pursuant to the provisions of sections 607.0502, 617.0502, 607.1508, or 617.1508, Florida Statutes, this statement of change is submitted for a corporation organized under the laws of the State of Florida in order to change its registered office or registered agent, or both, in the State of Florida.

1. The name of the corporation: Evergreen Island at Silverleaf Homeowners Association, Inc.

2. The principal office address: 680 Crosswater Parkway, Ponte Vedra, Florida 32081

3. The mailing address (if different): _____

4. Date of incorporation/qualification: 3/10/2025 Document number: N25000002835

5. The name and street address of the current registered agent and registered office on file with the Florida Department of State: (If resigned, enter resigned)

Michael Sohl
680 Crosswater Parkway
Ponte Vedra, Florida 32081

6. The name and street address of the new registered agent (if changed) and /or registered office (if changed):

Shad Tome
3903 Northdale Blvd., Suite 280E
Tampa, Florida 33624
P.O. Box NOT acceptable

The street address of its registered office and the street address of the business office of its registered agent, as changed will be identical.

Such change was authorized by resolution duly adopted by its board of directors or by an officer so authorized by the board, or the corporation has been notified in writing of the change.


Signature of an officer or director

Michael Sohl, President
Printed or typed name and title

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent. Or, if this document is being filed merely to reflect a change in the registered office address, I hereby confirm that the corporation has been notified in writing of this change.


Signature of Registered Agent

3/25/2025
Date

If signing on behalf of an entity:

Shad Tome
Typed or Printed Name

***** FILING FEE: \$35.00 *****

MAKE CHECKS PAYABLE TO FLORIDA DEPARTMENT OF STATE
MAIL TO: DIVISION OF CORPORATIONS, P.O. BOX 6327, TALLAHASSEE, FL 32314

EXHIBIT C
BYLAWS
OF
EVERGREEN ISLAND AT SILVERLEAF
HOMEOWNERS ASSOCIATION, INC.

[Attached on following pages]

BYLAWS
OF
EVERGREEN ISLAND AT SILVERLEAF HOMEOWNERS ASSOCIATION, INC.

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Covenants and Restrictions for Evergreen Island at Silverleaf (“Declaration”) to be recorded in the current public records of St. Johns County, Florida, and in the Articles of Incorporation of Evergreen Island at Silverleaf Homeowners Association, Inc., shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. LOCATION OF PRINCIPAL OFFICE.

The office of Evergreen Island at Silverleaf Homeowners Association, Inc. (“Association”) shall be at 680 Crosswater Parkway, Ponte Vedra, Florida 32081, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

A. Every person or entity who is a record fee simple owner of a Lot or any other portion of the Property on which one or more residential dwelling units have been completed (which shall be evidenced by a certificate of occupancy or similar authorization by the City of Jacksonville or other governmental entity having jurisdiction), and the Declarant as long as it owns any Property subject to the Declaration, shall be a member of the Association (the “Members”) as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

A. A majority of the Board of Directors of the Association (the “Board”) shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board, except that the Declarant, to

the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Declarant. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter until his successor shall have been elected or appointed and qualified.

V. ELECTION OF DIRECTORS.

A. Nominations for the election of Board members (other than Board members appointed by the Declarant) shall be made by the Nominating Committee described in Article IX hereof, or upon petition in accordance with Section C. of this Article V. The Nominating Committee shall make as many nominations as it shall in its discretion determine.

B. The Declarant shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary of the names of the Directors that such Owner is appointing to the Board.

C. Petitions for nominees shall also be accepted if signed by Members representing one-third (1/3) of the total votes held by the Members, and if received by the Secretary of the Association not less than thirty (30) days prior to the date fixed for the annual meeting of the Members. Nominations and notification of the vacancies being filled by the Declarant shall be placed on the written ballot referenced in Section D of this Article V.

D. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the discretion of the Board, by mail, provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled by the Members, (ii) set forth the names of those nominated for each such vacancy, and (iii) set forth the names of those appointed to the Board by the Declarant. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation.

E. In order for an election of members of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

F. The members of the Board elected or appointed in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date of the annual meeting of the Members.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the Members.

2. To appoint and remove at its pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.

4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.

5. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.

8. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.

2. To supervise all officers, agents and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

(i) To fix the amount of annual assessments against each Member for each annual assessment period at least thirty (30) days in advance of such date or period;

(ii) To prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and

(iii) To send written notice of each assessment to every Member subject thereto.

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held on such date and at such time as the Board may establish. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. The President shall be a member of the Board, but the other Officers need not be.

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

IX. COMMITTEES.

A. The standing committees of the Association shall be the Nominating Committee and the Architectural Review Board. The Nominating Committee and Architectural Review Board shall have the duties, authority and functions as described in the Declaration and as elsewhere described in these Bylaws.

B. The Board shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members and shall include a member of the Board. Committee members shall serve at the pleasure of the Board and shall perform such duties and functions as the Board may direct.

X. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

XI. MEETINGS OF MEMBERS.

A. The annual meeting of the Members shall be held prior to April 30th of each year, at such time as the Board may designate, or at such other date and time as may be selected by the Board.

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least fourteen (14) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding not less than twenty percent (20%) of the total votes in the Association as established by the Articles of Incorporation, shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII. PROXIES.

A. At all meetings of the Members, each Member may vote in person or by limited or general proxy.

B. All proxies shall be in writing and shall state the date of the proxy and the date, time and place of the meeting for which the proxy is given, and must be signed by the authorized Member giving the proxy. A proxy shall be effective only for the specific meeting for which it is given, as such meeting may be lawfully adjourned and reconvened from time to time. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property. All proxies shall be revocable at any time at the pleasure of the Member who executes same, and may include powers of substitution.

C. For elections of the Board of Directors, the Members shall vote in person or by proxy at a meeting of the Members, or by a written ballot that each Member personally casts.

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words:

Evergreen Island at Silverleaf Homeowners Association, Inc., not for profit corporation, 2025.

XIV. AMENDMENTS.

These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the current public records of St. Johns County, Florida.

XV. INCONSISTENCIES.

In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

Adopted by the Board of Directors of Evergreen Island at Silverleaf Homeowners Association, Inc., a Florida not-for-profit corporation, effective as of March 10, 2025.

By: Michael Sohl
Michael Sohl, President

EXHIBIT D

DESIGNATED COMMON AREA

Declarant hereby designates the following real property for the common use and enjoyment of the owners within the Property:

Tract "B" (Landscape Buffer Tract), Tract "C" (Open Space), Tract "D" (Open Space), Tract "E" (Open Space), Tract "F" (Open Space), Tract "G" (Stormwater Management Facility), Tract "H" (Conservation), Tract "I" (Conservation), and Tract "J" (Conservation), all as shown on the plat of Silverleaf Parcel 14A recorded in Map Book 129, Pages 15 through 23, inclusive, of the Public Records of St. Johns County, Florida.

EXHIBIT E

ROADWAYS

Mariana Island Drive, Ancient Springs Lane, Lucia Place, Webking Heights Drive, and McCallum Court