

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
JOHN G. METCALF  
THE HUTSON COMPANIES  
111 NATURE WALK PKWY, UNIT 104  
ST. AUGUSTINE, FL 32092

**SUPPLEMENTARY DECLARATION AND SECOND AMENDMENT OF COVENANTS  
AND RESTRICTIONS FOR SILVERLEAF VILLAGE**

**(Hartford)**

**THIS SUPPLEMENTARY DECLARATION AND SECOND AMENDMENT OF COVENANTS AND RESTRICTIONS FOR SILVERLEAF VILLAGE (“Supplementary Declaration”)** is made effective December 10, 2020, by **LAND PLANNERS DEVELOPMENT II, INC.**, a Florida corporation (the “**Declarant**”), having an address of 111 Nature Walk Parkway, Suite 104, Saint Augustine, Florida, 32092.

**RECITALS**

- A. The Declarant executed the Declaration of Covenants and Restrictions for Silverleaf Village recorded in Official Records Book 4838, beginning at page 168, of the public records of St. Johns County, Florida as amended by First Amendment to Declaration of Covenants and Restrictions for Silverleaf Village recorded in Official Records Book 4941 beginning at page 644 of the public records of St. Johns County, Florida (together, the “**Declaration**”), thereby subjecting the real property described in the Declaration to its terms.
- B. Section 3.2 of the Declaration permits the Declarant, in its sole discretion, to subject additional land to all of the terms contained in the Declaration with the consent of the owner of such additional land.

- C. The Declarant is the owner of the land described on **Exhibit A** of this Supplementary Declaration (the “**Annexed Property**” or “**Hartford**”) and desires to subject the Annexed Property to the Declaration pursuant to its rights under Section 3.2 of the Declaration.
- D. The Declarant desires to designate the land described on **Exhibit B** of this Supplementary Declaration (“the “**Additional Common Area**”) as Common Area pursuant to its rights under Section 4.3 of the Declaration.
- E. The Declarant desires to amend the Declaration as described below and this Second Amendment is made pursuant to the reserved rights of the Declarant set forth in Section 9.2(a) and Section 12.7 of the Declaration. The amendment effected hereby does not materially and adversely affect the value of any Lot or other building parcel located within the Property.

NOW THEREFORE, the Declarant hereby declares that:

1. The foregoing recitals are true and correct.
2. All capitalized terms in this Supplementary Declaration that are not otherwise defined in this Supplementary Declaration shall have the same meanings as such terms are defined in the Declaration.
3. The Annexed Property shall be held transferred, sold, conveyed and occupied subject to all covenants, restrictions, easements, changes, liens and all other matters set forth in the Declaration, as it may be amended from time to time. In the event of any conflict between the terms of the Declaration and this Supplementary Declaration, this Supplementary Declaration shall control.
4. The Additional Common Area shall be part of the Common Area for all purposes under the Declaration.
5. Sections 8.4, 8.6, 8.7, and 8.13 of the Declaration are hereby replaced with the following:

**8.4 Setbacks.** Except as set forth in this Section 8.4, the building setbacks applicable to the Lots and the measurement of setbacks shall be as stated in the PUD. The front yard setback within Hartford shall be not less than ten (10) feet except there shall be a minimum of twenty (20) feet between each garage and the front lot line. All other front yard setbacks shall be not less than twenty (20) feet (which shall be subject to waiver in accordance with the Design Guidelines adopted by the Declarant on the Association, as applicable, pursuant to the terms of Article IX). More restrictive setbacks may be included in the Design Guidelines pursuant to the terms of the Master Declaration.

**8.6 Motor Vehicles and Boats.** No watercraft (including without limitation, boats and jet skis), recreation vehicles or other motor vehicles, except four wheel passenger automobiles and pick-up trucks, shall be placed, parked or stored upon any Lot, nor shall any significant repair be performed upon any boat or motor vehicle upon any Lot, except within a building or otherwise obscured so as to be substantially screened from public view. This restriction is not intended to prevent an Owner from temporarily parking a water craft or recreational vehicle in the driveway of a Lot for the purpose of washing, loading or similar activities for a reasonable period of time. Four wheel passenger automobiles must be stored only on the Owner's driveway or within a garage and not on any other portion of a Lot or other parcel within the Property. Commercial vehicles shall not be parked within the Property within public view on a regular basis; provided, however, the foregoing shall not apply to commercial or construction vehicles used during the course of construction by the Declarant or builders authorized by the Declarant to build homes within the Property (the "Authorized Builders"). Construction trailers may be parked only with the prior written consent of the Declarant and in an area designated by the Declarant. Four wheel passenger automobiles may be parked on paved streets within the Property on a temporary basis, provided that the same are not parked so as to impede traffic flow or interfere with access by emergency vehicles of any description.

**8.7 Nuisances.** Nothing shall be done or maintained on any Lot which is a nuisance to any party. Any activity on a Lot which interferes with television, radio, cable or internet reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what is a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. Construction of the subdivision improvements by Declarant, construction of homes by the Authorized Builders, and sales and marketing activities by the Declarant and Authorized Builders shall not constitute a nuisance provided such construction, sales, and marketing activities comply with applicable laws and plans approved by Declarant under the Design Guidelines. No 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.

**8.13 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 and in the Design Guidelines. The Authorized Builders shall have the right to have signs and banners and engage in marketing activities to sell their new homes within the Property in accordance with approvals granted by the Review Parties under Section 5.20 of the Design Guidelines.

6. Section 3.4.1 of the Design Guidelines is hereby supplemented by adding the following sentence:

The front yard setback within Hartford shall be not less than to (10) feet except that there shall be a minimum of twenty (20) feet between each garage and the front lot line.

7. The following Section 8.31 is hereby added to the Declaration:

**8.31 Authorized Builders.** Authorized Builders have the right to maintain models, sales offices and parking associated therewith, on such portions of the Property designated and approved by the Declarant for the purposes of development, marketing and sales of Lots or homes within the Property; provided, however, the exercise of such rights by an Authorized Builder shall be subject to the prior written approval by the Declarant as to the location, design and quality of all model homes, sales offices, trailers, and temporary structures used by such Authorized Builder.



**EXHIBIT A**  
**Legal Described of Annexed Property**

All of Hartford according to the plat thereof recorded in Map Book 104, Pages 24 through 41 of the public records of St. Johns County, Florida.

**EXHIBIT B**

**Legal Description of Additional Common Area**

Tracts B, C, D, E, F, G, H, I, J, K, and L of Hartford according to the plat thereof recorded in Map Book 104, at Pages 24 through 41 of the public records of St. Johns County, Florida.