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**DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
BROOK FOREST AT SILVERLEAF**

**THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR BROOK FOREST AT SILVERLEAF (“Declaration”)** is made this 13<sup>th</sup> day of August, 2024, by **DREAM FINDERS HOMES, LLC**, a Florida limited liability company (the “**Declarant**”), and **VPDF SILVERLEAF JAX 9 LLC**, a Delaware limited liability company (“**VPDF**”), which declares that the real property described on **Exhibit A** attached to and made a part of this Declaration (the “**Property**”), which is owned by the Declarant and VPDF, 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 and shall be binding upon the Declarant and all parties having or acquiring any right, title or interest in any portion of the Property.

**ARTICLE I.  
MUTUALITY OF BENEFIT AND OBLIGATION**

**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.

**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:

**2.1 Association.** The Brook Forest at Silverleaf Homeowners Association, Inc., a Florida corporation not-for-profit and its successors and assigns. This is the Declaration to which the Articles of Incorporation (the “**Articles**”) and Bylaws (the “**Bylaws**”) of the Association make reference. As provided in the Articles, the Association shall have perpetual existence. Copies of the Articles and Bylaws are attached to and made a part of this Declaration as **Exhibit B** and **Exhibit C**, respectively.

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

**2.3 Common Area.** All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Declarant, or by the Association, and which the Declarant has designated for the common use of the Owners as described on **Exhibit D** attached to and made a part of this Declaration, or by recording a Supplementary Declaration pursuant to the terms of Section 4.3 to add to or withdraw from the Common Area.

**2.4 Declarant.** Dream Finders Homes, LLC, a Florida limited liability company, and its successors and such of its assigns as to which the rights of the Declarant 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 2.12 below) is in effect, any assignment of the Declarant's rights under this Declaration shall require the prior written consent of VPDF. 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 current public records of St. Johns County, Florida, VPDF 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 VPDF and its successors and assigns, and (ii) Dream Finders Homes, LLC shall no longer be the Declarant under this Declaration.

**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. 2021-551 as it has been and may be amended from time to time.

**2.6 Duplex Lot.** Any platted residential lot or any other parcel of real property located within the Property, which is designated by the Declarant by recorded covenant or deed restriction, for one or more Duplex Units located within a multi-family building. No Duplex Lot shall include any portion of the Common Area.

**2.7 Duplex Unit.** Any improved portion of the Property located within a Duplex Lot and intended for use as single family dwelling located within of a multi-family building.

**2.8 Limited Common Area.** The Limited Common Area of the Lots shall consist of the portion of the Property between any Lot line and the nearest edge of the paved road surface, and the nearest shoreline of any lake contiguous to or within forty (40) feet of such Lot, together with any other portion of the Property contiguous to a Lot which as a result of the natural configuration of the Property is primarily for the benefit of such Lot. Any question concerning the boundary of the Limited Common Area shall be determined solely the Board of Directors of the Association.

**2.9 Lot.** Each platted lot located within the Property which is designated by the Declarant on the applicable recorded plat, or by recorded covenant or deed restriction, for single family residential use. No Lot shall include any portion of the Common Area or any other portion of the Property owned by the Association. Collectively, the Duplex Lots, Single Family Lots and Townhome Lots. For the purposes of clarity, any covenants, conditions or restrictions contained

herein that reference a “Lot” are applicable to each Duplex Lot, Single Family Lot and Townhome Lot.

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

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

**2.12 Option Agreement.** That certain Lot Purchase and Sale Option Agreement dated October 25, 2021, by VPDF and Dream Finders Homes, LLC, as amended and as may be amended

**2.13 Owner.** The record owner or owners of any Lot.

**2.14 Property.** The real property described on the attached **Exhibit A**, as modified in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

**2.15 PUD.** That certain Planned Unit Development approved by the Board of County Commissioners of St. Johns County, Florida, pursuant to Ordinance Number 2021-93, as it has been and may be amended from time to time.

**2.16 Residential Dwelling Units.** Collectively, the Duplex Units, Single Family Units and Townhome Units. For the purposes of clarity, any covenants, conditions or restrictions contained herein that reference a “Residential Dwelling Unit” are applicable to a Duplex Unit, Single Family Unit and Townhome Unit.

**2.17 Restricted Common Area.** The portions of the Common Area, if any, that are restricted to use by only specific Owners or their guests or invitees. The maintenance and repair of all Restricted Common Area shall be funded with Area Assessments as contemplated by Section 5.4. Any Restricted Common Area, and the Owners and other parties who shall have access to the Restricted Common Area and who shall be responsible for the cost of maintenance and repair of the Restricted Common Area, shall be designated by the Declarant by recording a Supplementary Declaration pursuant to the terms of Section 4.3.

**2.18 Silverleaf Development.** The lands in St. Johns County subject to the provisions of the DRI and PUD.

**2.19 Single Family Lot.** Each platted lot or any other parcel of real property located within the Property which is designated by the Developer by recorded covenant or deed restriction, for Single Family Units. No Single Family Lot shall include any portion of the Common Area

**2.20 Single Family Unit.** Any improved portion of the Property located within a Lot and intended for use as a detached single-family residential dwelling. No Single Family Lot shall include any portion of the Common Area.

**2.21 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 Chapter 62-330, F.A.C. or regulations of similar import.

**2.22 Townhome Lot.** Any platted residential lot or any other parcel of real property located within the Property, which is designated by the Declarant by recorded covenant or deed restriction, for one or more Townhome Units located within a multi-family building. No Townhome Lot shall include any portion of the Common Area.

**2.23 Townhome Unit.** Any improved portion of the Property located within a Townhome Lot and intended for use as single family dwelling located within a multi-family building.

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

**3.1 No Implied Extension of Covenants.** Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, 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 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 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.

**3.2 Additional Lands.** The Declarant or the Association (upon the approval of its Board of Directors and with the consent of the owner of the additional land) may, but shall not be obligated to, subject additional land to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be substantially contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, any property that is located within the boundaries of the lands subject to the DRI shall be deemed substantially contiguous) and (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article V 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, the Association and the owner of the additional land, as applicable, with respect to the lands to be added. Declarant reserves the right to supplement this Declaration to add land to the scheme of this Declaration pursuant to the foregoing provisions without the consent or joinder of any Owner, any mortgagee of land within the Property or any other party other than the owner of the additional land, if applicable.

**3.3 Withdrawal of Lands.** The Declarant or the Association (upon the approval of its Board of Directors and with the consent of the affected land owner) may, but shall have no obligation to, withdraw at any time, or from time to time, any portion of the Property from the

terms and effect of this Declaration. The withdrawal of land shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Declarant, the Association and the affected land owner, as applicable, with respect to the lands to be withdrawn.

**ARTICLE IV.**  
**COMMON AREA RIGHTS**

**4.1 Conveyance of Common Area.** Declarant agrees that all of the Common Area owned by Declarant 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 no longer owns any portion of the Property, 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.

**4.2 Owners' Easement of Enjoyment.** Each Owner shall have a 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 to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(b) The right of the owner of the Common Area to make all or any part of the Common Area available for public use, provided that such use shall not unreasonably interfere with the use and enjoyment of such Common Area by the Owners;

(c) 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;

(d) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Declarant or the Association, including without limitation, rules and regulations that designate certain portions of the Common Area for use by less than all of the members of the Association (for example, by designating the portions of the Common Area as Restricted Common Area);

(e) The rights of the Declarant and the Association under Sections 3.2 and 3.3 to add to or withdraw land from the Common Area;

(f) Easements, restrictions, agreements and other matters of record; and

(g) The right of Association, acting through its Board of Directors, 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.

**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). Without limitation, the Common Area may include a recreational amenity center. 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 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 is withdrawn from the Common Area pursuant to this Section 4.3, upon the Declarant's written request, the Association 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.

**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 (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to any portion of 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.

**4.5 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. COVENANTS FOR MAINTENANCE ASSESSMENTS**

**5.1 Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed to a Lot or other parcel within the Property, whether or not it shall be so expressed in any such deed or other conveyance, including without limitation, any purchaser at a judicial sale, shall be deemed to covenant and agree to pay to the Association any annual, special and area assessments established and levied pursuant to the terms of this Declaration. All such assessments, together with interest from the due date at the highest lawful rate and costs of collection (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is levied, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

**5.2 Purpose of Assessments; Special Assessments.**

(a) The annual assessments levied by the Association against all Owners shall be used for the purposes of operational expenses, management and accounting fees, taxes, insurance, utility charges and other expenses relating to the Common Area, to fund the obligations of the Association set forth in Section 4.4, to provide common services to the Owners, 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. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of or non-recurring expenses related to the Common Area. Any assessments which may be 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.

(b) The Board of Directors may by a majority vote of its members, 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 Owners as provided in Section 5.3.

**5.3 Calculation and Collection of Assessments.** Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) Owners of Lots shall pay a pro rata share of annual and special assessments based upon (i) assessment equivalents allocated among the Owners of Duplex Lots ("**Duplex Assessment Equivalents**"), (ii) assessment equivalents allocated among the Owners of Townhome Lots ("**Townhome Assessment Equivalents**") and (iii) assessment equivalents allocated among the Owners of Single Family Lots ("**Single Family Assessment Equivalents**") as provided in subparagraph (b) hereof (Duplex Assessment Equivalents, Townhome Assessment Equivalents and Single Family Assessment Equivalents are, collectively, "**Assessment Equivalents**"). Except as hereafter provided, the annual assessment amount allocated to each Assessment Equivalent is hereby established to be, and shall not exceed, \$1,880.00 per Duplex Assessment Equivalent, \$1,880.00 per Townhome Assessment Equivalent and \$560.00 per Single Family Assessment Equivalent. From and after December 31, 2024, such amounts shall be increased by an amount not to exceed ten percent (10%) of the prior annual assessment amount per Assessment Equivalent, such annual increases to be cumulative and self-operative. Further, by a vote of not less than three-fifths of the members of the Board of Directors, the foregoing assessment amount per Assessment Equivalent may be increased above the ten percent (10%) limitation set forth in this Section 5.3. For purposes of determining the amount of any increase in annual assessments, the amount of any special assessment or Area Assessments (as such term is defined in Section 5.4 below) shall not be taken into account. The total amount of each special assessment shall be divided by the total Assessment Equivalents attributable to Property as of the date of authorization of such special assessment by the Board of Directors.

(b) The share of the total annual assessment and any special assessments imposed by the Board of Directors pursuant to this Declaration shall be allocated among the Owners on the basis of one (1) Duplex Assessment Equivalent per Duplex Lot, one (1) Townhome Assessment Equivalent per Townhome Lot, and one (1) Single Family Assessment Equivalent per Single Family Lot, provided however, if any Lots shall be combined, the Owner of such Lots shall pay annual and special assessments on the basis of one (1) Duplex Assessment Equivalent for each Duplex Unit, one (1) Townhome Assessment Equivalent, and one (1) Single Family Assessment Equivalent for each Single Family Unit located on such combined Lots (as applicable).

(c) The assessment obligations of each Owner other than the Developer shall commence upon issuance of a Certificate of Occupancy for a completed residence located on such Lot to such Owner. Annual assessments shall be collectable in advance on a periodic basis as established by the Board of Directors from time to time. Special assessments shall be collectable in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

**5.4 Area Assessments.** The Board of Directors may establish and levy annual and special assessments to fund specific services authorized by the Board from time to time which



shall benefit only specific Lots (the “**Area Assessments**”). The Area Assessments shall be levied against only those Lots that receive the benefit of such services and shall be allocated among only the Owners of such Lots on an equal basis. The identity of the Lot or Lots that are deemed to receive the benefit of the Area Assessments authorized by this Section 5.4 shall be determined by the Board in its sole discretion.

**5.5 Capitalization of the Association.** In addition to the other assessments to be paid pursuant to the provisions of this Article V, upon each and every conveyance to any party (the “Buying Party”, specifically excluding a builder acquiring a Lot from the Developer to build a home thereon) of any Lot upon which a Residential Dwelling Unit has been completed, the Buying Party shall make an initial contribution of \$500.00 to the capital of the Association (each contribution, the “**Fund Contribution**” and, collectively, “**Fund Contributions**”). This amount shall be collected at the closing of the purchase and sale of the applicable Lot and shall be disbursed to the Association. Fund Contributions may be used for any purpose permissible under applicable Florida law, this Declaration, and the Association’s Articles of Incorporation or Bylaws, including, without limitation, to cover the operating expenses of the Association. 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.

**5.6 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 encumbered Lot, the name of the Owner, 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 of collection, attorneys’ fees, advances to pay taxes and prior encumbrances and interest. Upon full payment of all sums secured by a claim of lien, the claim of lien shall be satisfied of record, and the affected Owner shall pay the cost of the satisfaction. If any 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 by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. 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 pre-trial demands, preparation, trial, appeal and in bankruptcy proceedings. Upon receipt of a written request from any Owner, the Association shall provide such Owner with a written statement of all assessments and other charges due or to become due from such Owner to the Association, which shall be binding on the Association through the date indicated on the Association’s written statement.

**5.7 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 lien for assessments which have become due and payable prior to a sale or transfer of the Lot pursuant to a decree of foreclosure, by deed in lieu of foreclosure or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No such

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. Notwithstanding any provision of this Declaration to the contrary, nothing contained herein shall relieve any lender or mortgage holder of the obligation to pay assessments due to the Association pursuant to Section 720.3085 Florida Statutes (2023), or any law of similar import.

**5.8 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, special or area 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 (which operating expenses shall not include any bad debt or similar expense) remaining after the levying of and payment of assessments due from Owners other than the Declarant pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Declarant shall be obligated to fund such balance only as the operating 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 an Owner other than the Declarant and shall continue until (i) Declarant shall no longer have the right to elect or appoint a majority of the Association's Board of Directors; or (ii) 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.

**5.9 Notice of Transfer.** Prior to the conveyance or transfer of any Lot or other portion of the Property, the Owner 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 this Article V. 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 VI.**

### **UTILITY PROVISIONS**

**6.1 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.

**6.2 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.

**6.3 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.

**6.4 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.

## **ARTICLE VII. EXTERIOR MAINTENANCE ASSESSMENT**

**7.1 Exterior Maintenance.** The Association may provide maintenance upon any Lot or Limited Common Area, or any improvement located on a Lot or Limited Common Area, when necessary in the opinion of the Association's Board of Directors to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but shall not be limited to painting, roof repair and replacement, repair of gutters, downspouts, and exterior building surfaces, and yard clean up and yard maintenance. Each affected Owner shall have five (5) 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.

**7.2 Assessments of Costs.** The cost of any maintenance undertaken by the Association under the provisions of Section 7.1 shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board, benefitting from same. Exterior

maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article V of this Declaration. 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 V of this Declaration, and shall be subordinate to mortgage liens to the extent provided by Section 5.7.

**7.3 Access.** For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 7.1, 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 VIII.**  
**USE RESTRICTIONS AND RIGHTS AND EASEMENTS**  
**RESERVED BY DECLARANT**

**8.1 Residential Use.** The Lots subject to this Declaration may be used for residential dwellings (i.e. Duplex Units, Townhome Units or Single Family Units (as applicable)) 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.

**8.2 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 XIII.

**8.3 No Detached Buildings.** No 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. Detached garages shall be reviewed in accordance with the architectural review process described in Article XIII.

**8.4 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 IX or the design guidelines adopted pursuant to the terms of the Master Declaration (which of shall be subject to waiver in accordance with such design guidelines or the Design Guidelines (as applicable)).

**8.5 Landscaping.** Landscaping and irrigation shall be installed on each Lot in accordance with the requirements of the Design Guidelines.

**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. 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. 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.

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

**8.9 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 8.16. 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.

**8.10 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. The insurance requirements and obligations in the event of casualty for Duplex Lot Owners and Townhome Lot Owners are set forth in Section 9.2 below.

**8.11 Trees.** Except in connection with the initial development of Property by the Declarant, no tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Declarant.

**8.12 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.

**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.

**8.14 Lighting.** No lighting shall be permitted which alters the residential character of the Property.

**8.15 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 is deemed dangerous or a 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 a 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. Cats shall not be allowed to roam freely or become feral. 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.

#### **8.16 Maintenance of Lots and Limited Common Areas.**

(a) Subject to the terms of this Section, the Association shall maintain, repair and replace all landscaping and irrigation improvements on the Duplex Lots and Townhome Lots (including trimming, fertilization, irrigating, mowing, weeding, and replacement of dead or diseased plant materials as required). The irrigation system serving the Property, including the Lots, is or shall be metered with invoices to be sent directly to the Association and all water and other costs associated with such irrigation system shall be paid directly to the utility service provider by the Association as and when due. The costs of such maintenance, repair and replacement obligations (including, without limitation, all water costs associated with the Association's irrigation responsibilities) shall be included in each Duplex Owner's and Townhome Owner's annual assessments in accordance with Article V hereof. The Association shall perform such maintenance and repairs at intervals and in accordance with standards deemed reasonably appropriate by the Association. The Association shall establish in its discretion, and may modify from time-to-time, all settings of any irrigation system for each Duplex Owner's and Townhome Owner's Lot (including, without limitation, the frequency and duration of the irrigation schedule), and each Owner shall provide the Association with access, at all reasonable times, to the irrigation control panel located within each Owner's Duplex Lot or Townhome Lot (as applicable) for such purpose. The Duplex Owners and Townhome Owners shall not alter, relocate or remove the irrigation control panel or deactivate or modify the irrigation system settings for each Owner's respective Duplex Lot or Townhome Lot without the Association's prior written consent. No Duplex Lot Owner or Townhome Lot Owner shall (i) install any locking mechanisms on any gates located on the Owner's Lot (including, without limitation, gates to rear yards) without the Association's prior written consent and without providing the Association with any keys or codes to such gates; or (ii) damage, destroy, alter or otherwise interfere with any such landscaping and irrigation improvements without the prior written consent of the Association. As to any damage, injury or unapproved alteration to such improvements caused by an Owner, or such Owner's family, guests, invitees, contractors or agents, such Owner shall reimburse the Association, within fifteen (15) days of receipt of an invoice therefor, for all repair or restitution costs incurred by the Association. The Declarant hereby reserves for itself and the Association, and their successors, assigns, designees, agents, and contractors, a perpetual non-exclusive easement in, on, over and upon such portions of the Property as may be reasonably necessary for the purposes of performing the maintenance, repair and replacement obligations under this Section 8.16, including, without limitation, the right to enter upon any Lot for such purposes. In no event shall the Association's obligations under this Subsection 8.16(a) include the obligation to maintain, repair or replace all or any portion of any Duplex Unit, Townhome Unit or any related improvements (e.g., porches, decks, pergolas, driveways, and other ancillary structures) located on a Lot except to the extent expressly provided for within this Declaration.

(b) At any time and from time-to-time, the Association shall have the unilateral right to elect, in the Association's sole and absolute discretion, upon thirty (30) days' prior written notice to the Owner's to cease performing the maintenance, repair and replacement obligations described in Section 8.16(a) above, and to transfer such obligations to the Duplex Lot Owners and Townhome Lot Owners. In such event: (i) each affected Owner shall maintain his/her/their Lot in accordance with all applicable rules and standards as may be promulgated by the Board from time to time; and (ii) all new landscaping or irrigation improvements shall be subject to the prior approval of the Declarant or ARB (as applicable) in accordance with Article XIII hereof. If the Association transfers such obligations to the affected Owners, the Association shall have the right at any time, and from time-to-time, to elect, in the Association's sole and absolute discretion, upon thirty (30) days' prior written notice to such Owners to resume performing the maintenance, repair and replacement obligations described in Section 8.16(a) above.

(c) 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 (except to the extent of the Association's maintenance obligations set forth in Section 8.16(a) above) 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 VII. Further, in the event that any landscaped or natural areas shall be removed or altered without approval pursuant to Article XIII, 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 VII. 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.

**8.17 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 13.1. 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 XIII. Notwithstanding anything to the contrary contained in this Section 8.17, in no event shall any Duplex Owner or Townhome Owner be permitted to install any fencing on such Owner's Duplex Lot or Townhome Lot (as applicable).



**8.18 Maintenance of Driveways.** Each Owner shall be responsible for maintenance of the driveway serving the Owner's Lot.

**8.19 Sidewalk Construction.** Each Owner who shall construct a home on any Lot shall construct any required sidewalk on or at the front of such Lot or within the applicable Limited Common Area as required by and in accordance with the applicable subdivision construction plans submitted to and approved by St. Johns County, Florida. Any such sidewalk shall be completed prior to the issuance of a certificate of occupancy for any home constructed upon such Lot.

**8.20 Prohibition Against Garage Sales.** 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 Lot or appurtenant Limited Common Area.

**8.21 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.

**8.22 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.

**8.23 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, without the consent or joinder of any other party.

**8.24 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.

**8.25 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 8.25 shall require the prior written consent of the Master Association.

**8.26 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 erect, 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.

**8.27 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 8.27 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.

**8.28 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). No pools of any nature shall be erected, constructed or installed on any Duplex Lot or Townhome Lot.

**8.29 Duplex Unit and Townhome Unit Restrictions.** Notwithstanding anything to the contrary contained in this Declaration, following completion of the construction of a Residential Dwelling Unit and the other initial improvements on any Lot (such construction, the "Work"), neither a Duplex Unit Owner or a Townhome Unit Owner may not cause or permit any alteration or modification to be made to the structural components, roof, or exterior appearance of any Duplex Unit or Townhome Unit (as applicable and except as authorized or required by this Declaration), including without limitation, the installation of window air conditioners, nor make any additions to the exterior of his Duplex Unit or Townhome Unit without the prior written approval of the Association, except that an Owner shall replace broken windows and doors with windows or doors of the same style and equal or greater quality as originally installed as part of the Work.

**8.30 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 Design Guidelines, 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 Developer 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) Declaration 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 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.

**8.31 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. 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 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.

**8.32 Additional Utility Easements.** The Declarant reserves for itself, and its successors and assigns, a perpetual, exclusive easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, for propane or natural gas pipes, mains and related equipment, or for any improvements used in connection with providing cellular telephone service 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. With the exception of temporary overhead utility lines used in connection with the development of the Property, all cables located within the Property shall be installed and maintained underground. For purposes of this Section 8.32, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

**8.33 Rules and Regulations.** The Association, acting through its Board, shall have the right to adopt and amend reasonable rules and regulations pertaining to the use and occupancy of all portions of the Property, which shall be consistent with the provisions of this Declaration. Without limiting the foregoing, the Association shall have the right to adopt specific rules and regulations pertaining to the installation and maintenance of all landscaping and natural areas which shall promote and protect aesthetic and environmental values within and in the vicinity of the Property.

## **ARTICLE IX.**

### **OBLIGATIONS OF LOT OWNERS**

#### **9.1 Exterior Maintenance and Alterations of Duplex Lots and Townhome Lots.**

(a) Generally. Except for the Association's express roof replacement and painting obligations as to Duplex Units and Townhome Units under Section 10.1 below, each Owner of a Duplex Lot or Townhome Lot shall be responsible for maintaining, repairing and replacing his/her Duplex Unit, Duplex Lot or Townhome Unit and Townhome Lot (as applicable) and any improvements located thereon (including, without limitation, maintaining, repairing and replacing any landscaping, hardscaping, and irrigation improvements located on such Owner's Duplex Lot or Townhome Lot) in good condition and repair and in a well-kept appearance and in

accordance with this Declaration and any rules and regulations of the Association. Without limitation of the foregoing, each Owner shall maintain and repair (i) the roof over his/her Duplex Unit or Townhome Unit in good condition and repair (each Owner acknowledges that the Association is only obligated to replace the roof of Duplex Units and Townhome Units in accordance with Section 10.1 below); and (ii) all exterior surfaces of his/her Duplex Unit or Townhome Unit (as applicable) in a neat, attractive and orderly appearance, condition and manner (including, without limitation, periodic pressure washing and cleaning of all windows, shutters, and all other exterior surfaces of the Duplex Unit or Townhome Unit). In connection with each Owner's obligation to maintain, repair and replace the landscaping, hardscaping, and irrigation improvements located on such Owner's Duplex Lot or Townhome Lot (as applicable), (i) no weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property; and (ii) all Duplex Lots, Townhome Lots and adjacent Limited Common Areas and any improvements placed thereon, shall at all times be maintained by the respective Owners of such Duplex Lots and Townhome Lots in a neat, attractive and orderly appearance, condition and 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. If any Owner fails to maintain his/her Duplex Unit, Duplex Lot, or Townhome Unit, Townhome Lot (as applicable) 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 Duplex Lot, Townhome Lot or Limited Common Area requiring same, when necessary in the opinion of the Association's 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.

(b) Alterations to Duplex Lots and Townhome Lots. An Owner may not cause or permit any material alteration in the exterior appearance of such Owner's Duplex Lot, Duplex Unit, Townhome Lot, or Townhome Unit, including without limitation, the color of exterior surfaces of the improvements thereon, without the prior written approval of the Association. The terms and conditions contained in this Section 9.1(b) are in addition to the architectural restrictions imposed on all Lots under Article V hereof.

**9.2 Insurance Requirements for Duplex Units and Townhome Units; Casualty.** The following insurance requirements and provisions for casualties shall apply to each of the Duplex Units and Townhome Units:

(a) Each Owner shall keep his Duplex Unit or Townhome Unit (as applicable) insured to the maximum insurable replacement value against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use as his Duplex Unit or Townhome Unit. Each Owner shall provide the Association with a certificate of insurance within fifteen (15) days of the issuance of the policy and within fifteen (15) days of each renewal thereof. Failure of an Owner to carry the insurance required herein shall permit the Association, following ten (10) days' notice to the Owner, to obtain the required insurance coverage and to specifically assess the Owner for the cost thereof, including a reasonable fee for placing the insurance.

(b) Such policies shall provide that insurance proceeds payable on account of loss of, or damage to a Duplex Unit or Townhome Unit (as applicable) shall be payable solely to the owner's mortgagee, if any, and the Owner except in the case of damage to more than one (1) contiguous Duplex Unit(s) or Townhome Unit(s) in which case the damage shall be adjusted with the applicable insurance company or companies by the Association and the proceeds shall be payable to the Association, as trustee for the Owner(s) of the Duplex Units and/or Townhome Units damaged and the Owner(s)' mortgagee(s), if any. Such insurance proceeds shall be applied to repair or restoration of the Property as hereinafter provided. All such insurance policies shall provide that coverage may not be cancelled without first giving the Association, and either the applicable Duplex Unit mortgagee or Townhome Unit mortgagee, if any, thirty (30) days prior written notice of cancellation. All such policies shall contain, if obtainable without an increase in cost, a waiver of the right of subrogation against any Duplex Lot Owner or Townhome Lot Owner, members of the Duplex Lot or Townhome Lot Owner's family, and the Association and its officers, agents and employees, as well as a waiver of the pro rata clause and no other insurance clause.

(c) In the event of damage or destruction by fire or other casualty to any portion of the Property covered by insurance payable to the Association as trustee for the Owners, the Board of Directors shall, with the concurrence of applicable holders of first mortgages, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Property to as good condition as existed immediately prior to the casualty. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency. The Board of Directors shall obtain bids from at least two reputable contractors, and then may negotiate with any such contractor, who may be required to provide a full performance and payment bond for the repair, construction or rebuilding of such building or buildings. In the event that insurance proceeds are insufficient to pay all the costs of so repairing or rebuilding the affected buildings, the Board of Directors shall levy a special assessment for the deficiency amount against all Owners of the damaged Duplex Units and/or Townhome Units in such proportions as the Board of Directors shall deem fair and equitable. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners in such proportion as the Board of Directors deem fair and equitable in the light of the damage sustained by such residences. Such payments shall be made to all such owners and their mortgagees as their interests may appear.

(d) In the event of damage or destruction to a Duplex Unit or Townhome Unit by fire or other casualty, the proceeds of which are payable to a Duplex Unit Owner or Townhome Unit Owner and applicable mortgagee, the damaged Duplex Unit or Townhome Unit shall be repaired or restored to its pre-existing condition as soon as reasonably practical. The affected Duplex Lot or Townhome Lot (as applicable) shall be promptly restored to a clean and orderly condition subsequent to any such damage or destruction.

**9.3 Exterior Maintenance of Single Family Lots.** Each Owner of a Single Family Lot shall be responsible for maintaining his/her Single Family Unit, Single Family Lot and any improvements located thereon (including, without limitation, landscaping and hardscaping) in accordance with this Declaration and any rules and regulations of the Association. If any Owner fails to maintain his/her Single Family Unit, Single Family 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 Single Family Lot or Limited Common Area requiring same, when necessary in the opinion of the Association's Board of Directors. 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.

**9.4 Common Area Alterations; Construction of Homes.** In the event that any landscaped or natural areas shall be removed or altered without approval pursuant to Article XIII hereof, the Developer 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 VII hereof. 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.

**9.5 Assessments of Costs.** The cost of any maintenance undertaken by the Association under the provisions of Sections 9.1 or 9.3 or 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 V 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 V, and shall be subordinate to mortgage liens to the extent provided by Article V.

**9.6 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 or Section 9.3 (as applicable), 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. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

**10.1 Exterior Maintenance of Duplex Lots and Townhome Lots.** The Association shall (i) replace the roof of each Duplex Unit and Townhome Unit, and (ii) paint and repaint the exterior building surfaces of each Duplex Unit and Townhome Unit. The Association shall perform its obligations under this Section 10.1 at the intervals and accordance to the customary standards established by the Association from time to time. All such maintenance, repair and replacement costs shall be included in the annual assessments described in Article V hereof.

**10.2 Services.** The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of this Declaration or the Association's Articles, Bylaws or rules and regulations. The Association may contract with others to furnish trash collection, insurance coverage, building maintenance, or other services or materials, to all of the Lots. Nothing herein shall be deemed to require the Association to provide such services.

**10.3 Personal Property.** The Association may acquire, hold, and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's Articles and Bylaws.

**10.4 Rules and Regulations.** The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and any Common Area, or any combination, so long as such rules and regulations are consistent with the rights and duties established by this Declaration, the Articles and Bylaws as they from time to time may be amended. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The rules and regulations initially shall be promulgated by the Board and may be amended by a majority vote of the Board, provided that no rule, regulation, decision, or other action that reasonably may have the effect of waiving, lessening, impairing, or otherwise interfering with the scope or enforcement, or both, of any restriction imposed upon the property by this Declaration shall be effective.

**10.5 Implied Rights.** The Association may exercise any other right, power, or privilege given to it expressly by this Declaration, the Articles or Bylaws and every other right, power, or privilege so granted or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

## **ARTICLE XI. PARTY WALLS**

**11.1 General Rules of Law to Apply.** Each wall built as a part of the improvement of Duplex Lots and Townhome Lots upon the Property and placed on the dividing line between Duplex Lots and Townhome Lots (as applicable) is a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage caused by intentional, willful, or negligent acts or omissions apply.

**11.2 Sharing of Repair and Maintenance.** The cost of reasonable repair, maintenance and replacement of a party wall and the foundation or footing supporting any party wall shall be shared by the Owners who make use of the wall or foundation in proportion to such use. In the event that any Owners should fail to refuse or perform or pay for any maintenance, repairs, or



restorations as required by this Article, the adjoining party wall Owner shall have the following remedy, in addition to any other remedies provided by the laws of the State of Florida:

(a) The affected Owner may serve written demand upon the delinquent Owner, demanding that the maintenance, repairs, or restoration be made within thirty (30) days after service of the demand. The demand shall be deemed to have been served if it is hand delivered to the delinquent Owner, or mailed to the delinquent Owner at the mailing address of the Duplex Lot or Townhome Lot (as applicable) owned by the delinquent Owner, by certified or registered mail, postage prepaid, and deposited in the United States Mail.

(b) After expiration of the thirty (30) days following service of the demand, if the delinquent Owner has failed or refused to make the demanded maintenance, repairs or restorations, the affected Owner may cause such maintenance, repairs or restorations to be made. In such event the delinquent Owner shall be indebted to the affected Owner, for the expense of the maintenance, repairs or restorations, and any damage sustained by the applicable Duplex Unit or Townhome Unit or loss or expense incurred by the affected Owner by reason of such failure to timely maintain or restore and such affected Owner shall have a lien against the delinquent Owner's Duplex Lot or Townhome Lot (as applicable) for the full amount of such indebtedness, together with interest at the maximum rate allowed by the laws of the State of Florida. No lien under this provision shall be acquired until a claim of lien is recorded. The form and substance of the claim of lien shall be as similar, as practicable as that provided by the Florida Construction Lien Law. Thereafter, the rights and duties and remedies of the respective Owners shall be those as provided to an Owner and a lien claimant under the Florida Construction Lien Law, including but not limited to the rules contained in the statute for discharge of liens, duration of liens, and transfer of liens to security. No lien acquired under the provisions shall be superior to or effective against any bona fide purchaser or mortgagee who shall have acquired their interest of record prior to the recordation of a claim of lien in accordance with this provision.

**11.3 Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty and is not repaired by the Owner as required herein, any Owner of a Duplex Lot or Townhome Lot abutting such wall may restore it; and, if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligent, willful, or intentional act or omissions.

**11.4 Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligent, willful, or intentional act causes any other Residential Dwelling Unit or party wall to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

**11.5 Right to Contributions Runs with Land.** The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Duplex Lots and Townhome Lots affected and shall pass to and bind each such Owner's successors in title.

**11.6 Easement.** In the event that there shall be located within any party walls pipes, vents, outlets, or other structures serving one or more Duplex Lots, Duplex Units, Townhome Lots

or Townhome Units (as the case may be) the Owner of each Duplex Lot or Townhome Lot so served shall have and enjoy a perpetual easement for the maintenance and use of any such pipe, vent, outlet or other structure.

**ARTICLE XII.**  
**RIGHTS AND EASEMENTS GRANTED BY DEVELOPER**

**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.

**12.2 Rights 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 XII 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 XII. 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.

**12.3 Rights of Developer to Alter Roadways.** Declarant and its successors and assigns shall have the sole and absolute right at any time, with the consent of the 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 or Building Site is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

**ARTICLE XIII.**  
**ARCHITECTURAL CONTROL**

**13.1 Architectural Review and Approval.** No landscaping, improvement or structure of any kind, including without limitation, any building, fence, well, screen enclosure, swimming pool, well, sewer, drain, disposal system, landscape device or object, well, 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 be made, unless and until the applicable plans, specifications and location have been submitted to and approved in writing by the Declarant or the Declarant's designee. All plans and specifications, which without limitation shall include all exterior colors and materials, 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 design guidelines which may be imposed from time to time by the Declarant (the "**Design Guidelines**"). It shall be the burden of each Owner to supply complete 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 thirty (30) 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.

**13.2 Review Procedures.** Notwithstanding any provision of this Declaration to the contrary the Declarant shall have the following rights with respect to architectural review and approval conducted in accordance with this Article XIII:

(a) To promulgate, amend, eliminate or replace Design Guidelines applicable to architectural review to be conducted by the Declarant which shall be applicable to all or any portions of the Property. Any amendment of the Design Guidelines shall be consistent with the provisions of this Declaration. Notice of any amendment to the Design Guidelines, 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 Design Guidelines shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the Design Guidelines, or any amendment thereto, to be recorded.

(b) To require submission of complete plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article XIII. 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 Design Guidelines.

(c) To approve or disapprove in accordance with the provisions of this Article XIII, 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 adopt a schedule of reasonable fees to be charged for processing requests for architectural approval of proposed improvements and to require each Owner to deposit a cash performance bond to secure Owner's compliance with the terms of this Declaration and all plans and specifications approved in accordance with this Article XIII.

**13.3 Variance.** The Declarant may authorize variances from compliance with any architectural provisions of this Declaration or applicable Design Guidelines when circumstances such as 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 Design Guidelines covered by the variance, nor shall it effect 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.

**13.4 Assignment.** The Declarant reserves the right to assign, in whole or in part, its reserved rights under this Article XIII to the Association, who upon such assignment shall automatically assume all of the Declarant's obligations under this Article XIII that pertain to such assigned rights. Upon such assignment, the Association shall be authorized to form an Architectural Review Board ("**ARB**"), who shall serve at the pleasure of the Association's Board of Directors. The ARB shall thereafter be authorized to exercise such rights of architectural control authorized by this Article XIII that are assigned to the Association.

**13.5 Master Association Approval.** All matters that are subject to architectural review and approval pursuant to Section 13.1 shall also be subject to review and approval of the Master Association in accordance with the terms 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.

**13.6 Water Conservation Strategies.** In connection with the review of all submittals made pursuant to this Article XIII, water conservation strategies, including without limitation, xeriscape landscape techniques, low-flow plumbing fixtures and "smart" technology shall be encouraged.

**13.7 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 XIII, 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 XIV.**  
**MASTER ASSOCIATION**

**14.1 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.

**14.2 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.

**14.3 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 XV.**  
**NOTICE OF PERMIT REQUIREMENTS**

**15.1 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 XVI.**  
**GENERAL PROVISIONS**

**16.1 Ground Leased Land.** Where all or any part of a Lot has been leased by the Owner of the fee simple title to the Lot under a ground lease having an original term of not less than ten years, then so long as such ground lease shall remain in effect, all references in this Declaration to "Owner" shall be deemed to refer to the lessee under the ground lease, and any lien arising under the provisions of Article V shall attach only to the interest in the Lot of the lessee under the ground lease. The Association's reasonable identification of any party deemed to be an "Owner" pursuant to this Section 16.1 shall be dispositive.

**16.2 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 16.2, shall be dispositive for all purposes; provided nothing contained in this Section 16.2 shall authorize the Declarant to take any action that would have a material and adverse effect on any improved portion of the Property.

**16.3 Remedies for Violations.**

(a) 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 16.3(a) shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

(b) **Fines and Suspension.** In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose fines or suspensions in accordance with applicable law. Any such fines may exceed an aggregate total of One Thousand and No/100 Dollars (\$1,000.00).

**16.4 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.

**16.5 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, deed or other instrument covering all or any part of the Property, any additional covenants or restrictions which are not inconsistent with and which do not lower standards established by this Declaration.

**16.6 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.

**16.7 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 so long as the Declarant owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Declarant. Further, until such time as the Declarant shall no longer be entitled to elect a majority of the members of the Board, subject to the

requirements of Section 720.3075(5), Florida Statutes (2023), 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 Surface Water or 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 any permit issued by the ACOE must have prior written approval of ACOE. Any amendment to this Declaration shall be executed by the Association and Declarant, if applicable, and shall be recorded in the current public records of St. Johns County, Florida.

**16.8 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 unconditionally 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.

**16.9 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.

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

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

**16.12 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.

*[Signatures begin on following page]*

IN WITNESS WHEREOF, the Declarant and VPFD has caused this instrument to be executed under seal this 13<sup>th</sup> day of August, 2024.

Signed, sealed and delivered in the presence of the following witnesses:

**DREAM FINDERS HOMES, LLC**, a Florida limited liability company

[Signature]  
Name Printed: Chad Sigman  
Address: 14701 Philips Hwy Suite 300  
Jacksonville, FL 32256

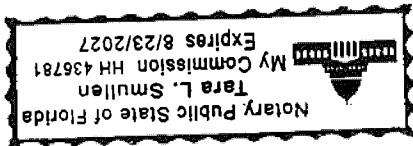
By: [Signature]  
Name Printed: BRAD MURIN  
Title: DP

[Signature]  
Name Printed: Louis P. Cowling  
Address: 14701 Philips Hwy S 300  
Jacksonville, FL 32256

STATE OF FLORIDA }  
COUNTY OF Duval } SS

The foregoing instrument was acknowledged before me this 13 day of August, 2024, by means of  physical presence or  online notarization by \_\_\_\_\_, as \_\_\_\_\_ of **DREAM FINDERS HOMES, LLC**, a Florida limited liability company, on behalf of the company.

[Signature]  
Print: Tara L. Smullen  
NOTARY PUBLIC  
State of Florida at Large  
Commission # HH436781  
My Commission Expires:  
Personally Known X  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_



[Signatures continue on following page]

Signed, sealed and delivered  
in the presence of the following witnesses:

*Caitlin B*  
Name  
Printed: Caitlin Beecher  
Address: 901 Marquette Ave S., Suite 3300  
Minneapolis, MN 55402

*Erin*  
Name  
Printed: Erin Harder  
Address: 901 Marquette Ave S., Suite 3300  
Minneapolis, MN 55402

**VPDF SILVERLEAF JAX 9 LLC**, a  
Delaware limited liability company

By: VP Finders Holdings LLC,  
a Delaware limited liability company,  
its Sole Member

By: *[Signature]*  
Varde Partners, Inc.,  
a Delaware corporation, its Manager

By: *[Signature]*  
Name Printed: Jim Dunbar  
Title: Principal

STATE OF MINNESOTA    }  
                                          }SS  
COUNTY OF ANOKA        }

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 2024, by means of  physical presence or  online notarization by Jim Dunbar, as authorized signatory of **VPDF SILVERLEAF JAX 9 LLC**, a Delaware limited liability company, on behalf of the company.



*[Signature]*  
Print: Cynthia L Mumford  
NOTARY PUBLIC  
State of Minnesota  
Commission # 1006663500039  
My Commission Expires:  
Personally Known X  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced

**EXHIBIT A**

**Legal Description of the Property**

The real property known as Brook Forest Phase 1A – Silverleaf Parcel 9 and shown on the plat thereof recorded in Map Book 124, Pages 75 through 80, inclusive, of the public records of St. Johns County, Florida, less and except Tract LS-1 according to such plat and the portion of road right-of-way designated on such plat as Brook Forest Drive (public variable width r/w) according to such plat.

**EXHIBIT B**

**Articles of Incorporation**

[Attached on following pages]

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

I. I. **NAME AND DEFINITIONS.**

The name of this corporation shall be Brook Forest 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 Brook Forest at Silverleaf to be recorded in the current public records of Duval County, Florida (the "Declaration").

II. **PRINCIPAL OFFICE AND MAILING ADDRESS.**

The location of the Association's principal office and its mailing address shall be 14701 Philips Highway, Suite 300, Jacksonville, Florida 32256, 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.

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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,

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or in payment for property acquired, or for any of the other purposes of the Association, and to 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.



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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 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:

Chad Sigmon  
14701 Philips Highway, Suite 300  
Jacksonville, Florida 32256

Daniel Foley  
14701 Philips Highway, Suite 300  
Jacksonville, Florida 32256

Thomas Spiess  
14701 Philips Highway, Suite 300

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(((H24000200411 3)))

Jacksonville, Florida 32256

**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	Chad Sigmon
Vice President	Daniel Foley
Treasurer/Secretary	Thomas Spiess

**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:

Chad Sigmon  
14701 Philips Highway, Suite 300  
Jacksonville, Florida 32256

**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:

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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 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,

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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 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.

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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]*

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IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 7th day of June, 2024.

*Chad Sigmon*

\_\_\_\_\_  
Chad Sigmon  
Incorporator

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

BROOK FOREST AT SILVERLEAF HOMEOWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 14701 PHILIPS HIGHWAY, SUITE 300, JACKSONVILLE, FLORIDA 32256, HAS NAMED ROBERT E. RIVA, JR., WHOSE ADDRESS IS 14701 PHILIPS HIGHWAY, SUITE 300, JACKSONVILLE, FLORIDA 32256, 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.

**BROOK FOREST AT SILVERLEAF HOMEOWNERS ASSOCIATION, INC.**

By: *Chad Sigmon*

\_\_\_\_\_  
Chad Sigmon  
Incorporator

Dated: June 7, 2024

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE-NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, ROBERT E. RIVA 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.

*Robert E. Riva, Jr.*

\_\_\_\_\_  
**Robert E. Riva, Jr.**  
Registered Agent

Dated: June 7, 2024

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**EXHIBIT C**  
**BYLAWS**  
**OF**  
**BROOK FOREST AT SILVERLEAF HOMEOWNERS ASSOCIATION, INC.**

**I. DEFINITIONS.**

All defined terms contained herein which are defined in the Declaration of Covenants and Restrictions for Brook Forest at Silverleaf ("Declaration") to be recorded in the current public records of Duval County, Florida, and in the Articles of Incorporation of Brook Forest 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 Brook Forest at Silverleaf Homeowners Association, Inc. ("Association") shall be at 14701 Philips Highway, Suite 300, Jacksonville, Florida 32256, 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:

Brook Forest at Silverleaf Homeowners Association, Inc., not for profit corporation, 2024.

**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 Duval 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.

**EXHIBIT D**

**Common Area**

Tracts "C-1", "C-2", "O-1", "O-2", "O-3", "O-4", "P-1", and "SWMF-1" according to the Plat of Brook Forest Phase 1A – Silverleaf Parcel 9, recording in Map Book 124, Pages 75 through 80, inclusive, of the public records of St. Johns County, Florida.

**EXHIBIT E**

**Roadways**

All private rights-of-way depicted on the Plat of Plat of Brook Forest Phase 1A – Silverleaf Parcel 9, recording in Map Book 124, Pages 75 through 80, inclusive, of the public records of St .Johns County, Florida, as Camphor Luarel road, Chaste Tree Lane, Chestnut Grove Road, Fern Valley Court, Water Elm Walk, Wood Breeze Way, and a portion of Brook Forest Drive.