

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SILVERLEAF VILLAGE

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COPY

DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
SILVERLEAF VILLAGE

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR SILVERLEAF VILLAGE ("Declaration") is made this 25th day of November, 2019, by LAND PLANNERS DEVELOPMENT II, INC., a Florida corporation (the "Declarant"), 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, 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 Silverleaf Village 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 change the Common Area.

2.4 Declarant. Land Planners Development II, Inc., a Florida corporation, 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 the rights of the Declarant that are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Land Planners Development II, Inc. as the Declarant of the Property is not intended and shall not be construed, to impose upon Land Planners Development II, Inc. any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots or parcels within the Property from Land Planners Development II, Inc. and develop and resell the Lots or parcels.

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. 2019-165 as it has been and may be amended from time to time.

2.6 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.

2.7 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.

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

2.9 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.

2.10 PUD. That certain Planned Unit Development approved by the Board of County Commissioners of St. Johns County, Florida, pursuant to Ordinance Number 2019-33, as it has been and may be amended from time to time.

2.11 Owner. The record owner or owners of any Lot.

2.12 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.

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

2.14 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.

2.15 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.

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, the use and cost of which may be shared with another community association pursuant to a separate cost sharing agreement. 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. The prior sentence notwithstanding, the Master Association shall be responsible for maintenance of all portions of the Surface Water or Stormwater Management System in accordance with the applicable permits issued by the SJRWMD, provided however, the Owners or the Association shall be responsible for maintenance of all lake banks in accordance with Section 8.9. 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 an equal amount per Lot. The assessment obligations of each Owner other than the Declarant shall commence upon the recordation of this Declaration in the current public records of St. Johns County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than quarterly. Special assessments shall be collectible 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 Capital Contributions. Upon the initial conveyance to any party (the "Buying Party") of any Lot on which a home has been completed, the Buying Party shall be required to make a one-time capital contribution to the Association in the sum of Two Hundred and No/100 Dollars (\$200.00). Capital contributions collected pursuant to this section 5.5 may be used for any purpose reasonably contemplated by this Declaration or the Association's Articles of Incorporation or Bylaws, as determined in the reasonable discretion of the Association's Board of Directors.

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 (2018), 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. Each Owner shall pay water meter charges of the supplier and shall maintain and repair all portions of the water lines which are located within, or which exclusively serve, the portions of the Property owned by such Owners. No well for consumptive or irrigation purposes shall be permitted on any Lot without the prior written consent of the Association.

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 may be used for residential dwellings and associated uses only. No Lot shall be used for the operation of a rooming house, hostel, hotel, bed and breakfast, any internet based short term rental program such as AirBNB, VRBO or HomeAway, or any similar business or activity involving rentals of Lots for periods of less than six (6) months. 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 IX.

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 IX.

8.4 Setbacks. The building setbacks applicable to the Lots and the method of measurement of setbacks shall be as stated in the PUD, except that all front yard setbacks shall be not less than twenty (20) feet (which shall be subject to waiver in accordance with the Design Guidelines adopted by the Declarant or the Association, as applicable, pursuant to the terms of Article IX). More restrictive building setbacks may be included in the Design Guidelines or the design guidelines adopted pursuant to the terms of the Master Declaration.

8.5 Landscaping. Landscaping shall be installed on each Lot as stated hereafter.

(a) A detailed landscaping plan for each Lot and any appurtenant Limited Common Area must be submitted to and approved by the Declarant at the time of initial construction of a residence on such Lot. All plant material shall be of Florida Grade Number One or better. Maximum use of any existing trees and shrubs, and natural landscaping techniques shall be encouraged. Sodding with only the grass varieties specified by the Design Guidelines described in Article IX will be required on all yards. No seeding and/or sprigging shall be permitted. An underground automatic sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all Lots and Limited Common Areas. All such sprinkler systems shall be designed to use reclaimed irrigation water and include timers, rain detectors and similar water conservation features employing "smart" technology. All Lots and appurtenant Limited Common Areas that are not landscaped or left in a natural wooded state shall be sodded and irrigated to the paved roadway and/or lake's edge where such Lot abuts a roadway and/or lake. All landscaping plans shall also comply with all applicable portions of the Design Guidelines.

(b) A minimum of fifty percent (50%) of all shrub material used in landscaping each Lot shall be drought resistant or native to the Southeastern Atlantic coastal plain. Preservation of existing, native plants shall be encouraged.

(c) Except as approved pursuant to Article IX of this Declaration, no change shall be made to any landscaping improvements, existing vegetation or fences located within any Lot or Limited Common Area.

(d) Subsequent to approval by the Declarant of landscaping plans submitted pursuant to subparagraph (a) above, the Owner shall be obligated to complete the landscaping of such Owner's Lot and any appurtenant Limited Common Area in accordance with such plans and subparagraph (a) above, within fifteen (15) days following the issuance of a Certificate of Occupancy for the residence constructed on the Lot by the Building Department of St. Johns County, Florida, or other governmental authority having jurisdiction. In the event the required landscaping is not completed, the Declarant shall have the right to enter the Lot and complete the

landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Article VII of this Declaration. The Declarant shall be entitled to a lien against the Lot in an amount equal to one hundred ten percent (110%) of the cost to complete landscaping on such Lot and Limited Common Area, which sum may be collected in the same manner as assessments are collected pursuant to Article V of this Declaration.

8.6 Motor Vehicles and Boats. No watercraft (including without limitation, boats and jet skis), recreation vehicles or other motor vehicles, except four wheel passenger automobiles and pick-up trucks, shall be placed, parked or stored upon any Lot, nor shall any significant repair be performed upon any boat or motor vehicle upon any Lot, except within a building or otherwise obscured so as to be substantially screened from public view. This restriction is not intended to prevent an Owner from temporarily parking a water craft or recreational vehicle in the driveway of a Lot for the purpose of washing, loading or similar activities for a reasonable period of time. Four wheel passenger automobiles must be stored only on the Owner's driveway or within a garage and not on any other portion of a Lot or other parcel within the Property. Commercial vehicles shall not be parked within the Property within public view on a regular basis. 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.

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. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or appurtenant Limited Common Area, and no refuse pile or unsightly objects shall be allowed to remain anywhere within the Property. All Lots and appurtenant Limited Common Areas and any improvements located within the Lots and Limited Common Areas, shall at all times be maintained by their respective Owners in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the Property in accordance with the provisions of Article VII. Further, in the event that any landscaped or natural areas shall be removed or altered without approval pursuant to Article IX, 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 9.1. Any fence installed on any Lot or appurtenant Limited Common Area shall conform with the Design Criteria and shall be maintained in a state of good repair and replaced as necessary by the Owner of the applicable Lot. Further, no such fence may be removed or altered without the approval of the Declarant pursuant to Article IX.

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 any 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 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 arrangement for the use or occupancy of a Lot for a charge or other remuneration by or through a lease, license or other 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 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.

8.29 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 8.29, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

8.30 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. ARCHITECTURAL CONTROL

9.1 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**"). The Design Guidelines are attached hereto and made a part hereof as **Exhibit E**. 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.

9.2 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 IX:

(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 IX. 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 IX, 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 IX.

9.3 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.

9.4 Assignment. The Declarant reserves the right to assign, in whole or in part, its reserved rights under this Article IX to the Association, who upon such assignment shall automatically assume all of the Declarant's obligations under this Article IX 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 IX that are assigned to the Association.

9.5 Master Association Approval. All matters that are subject to architectural review and approval pursuant to Section 9.1 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.

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

9.7 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 IX, 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 X. MASTER ASSOCIATION

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

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

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

ARTICLE XI. NOTICE OF PERMIT REQUIREMENTS

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

FURTHER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE, THE SJRWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT, SHALL BY ACCEPTANCE OF TITLE TO THE LOT BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO THE OWNER'S LOT AND SHALL AGREE TO MAINTAIN THE JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DECLARANT, THE ASSOCIATION AND/OR THE MASTER ASSOCIATION IS CITED THEREFOR, THE OWNER AGREES TO INDEMNIFY, DEFEND AND HOLD THE DECLARANT, THE ASSOCIATION AND/OR THE MASTER ASSOCIATION HARMLESS FROM ALL CLAIMS, LIABILITIES AND COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COSTS AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SJRWMD OR THE ACOE, AS APPLICABLE.

ARTICLE XII.

GENERAL PROVISIONS

12.1 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 11.1 shall be dispositive.

12.2 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 11.2, shall be dispositive for all purposes; provided nothing contained in this Section 11.2 shall authorize the Declarant to take any action that would have a material and adverse effect on any improved portion of the Property.

12.3 Remedies for Violations.

12.3.1 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 12.3.1 shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

12.3.2 **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).

12.4 **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.

12.5 **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. Further, any portion of the Property which shall be approved for development of townhomes or condominium units shall be subject to specific covenants and restrictions, or declarations of condominium, as applicable, which shall be administered by a subassociation for each townhome or condominium development.

12.6 **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.

12.7 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 (2013), 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.

12.8 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.

12.9 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.

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

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

12.12 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 next page]

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed under seal this 25th day of November, 2019.

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

**LAND PLANNERS DEVELOPMENT II,
INC.**, a Florida corporation

Kathy Merrow
Name Printed: Kathy Merrow

By: David W. Hutson
Name Printed: DAVID W. HUTSON
Title: PRESIDENT

Shermy Kehoe
Name Printed: Shermy Kehoe

STATE OF FL }

COUNTY OF St. Johns }

The foregoing instrument was acknowledged before me this 25th day of November, 2019, by David W. Hutson, the PRESIDENT of **LAND PLANNERS DEVELOPMENT II, INC.**, a Florida corporation, on behalf of the corporation.



KATHERINE MERROW
Commission # GG 295065
Expires January 24, 2023
Bonded Three Budget Notary Services

Katherine Merrow
(Print Name Katherine Merrow)
NOTARY PUBLIC, State of FL
Commission # GG295065
My Commission Expires: 01/24/23
Personally Known X
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

EXHIBIT A

Legal Description of the Property

All of Silverleaf Village according to the plat thereof recorded in Map Book 98, at page 22, of the public records of St. Johns County, Florida.

COPY

EXHIBIT B

Articles of Incorporation

COPY

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No. 0826 P. 2

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

FILED

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I. NAME AND DEFINITIONS.

The name of this corporation shall be Silverleaf Village Homeowners Association, Inc. All capitalized terms contained in these Articles of Incorporation that are not otherwise defined herein shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions for Silverleaf Village to be recorded in the current public records, of St. Johns County, Florida (the "Declaration").

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

The location of the corporation's principal office and its mailing address shall be 111 Nature Walk Parkway, Suite 104, St. Augustine, Florida 32092, 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 cooperate with the Master Association 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.
- D. To provide, purchase, lease, 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.
- E. To operate without profit for the sole and exclusive benefit of its Members.

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F. 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 and/or the Master 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 of every kind with any person, firm, corporation or association (including without limitation contracts for services to provide for the operation and 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 owner's associations or maintenance entities for the collection of such assessments.

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

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

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

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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 and/or the Master Declaration.

V. MEMBERS.

The members ("Members") shall consist of the Declarant and each Owner.

VI. VOTING AND ASSESSMENTS.

A. Subject to the restrictions and limitations hereinafter set forth, each Member other than the Declarant shall have one vote for each Assessment Equivalent attributable to the Lots owned by them.

B. The Declarant shall have the number of votes equal to the number of votes allocated to the Members other than the Declarant, plus one vote. The Declarant shall have such voting rights for so long as it shall have the right to elect or appoint a majority of the Board of Directors pursuant to Article VII hereof, and thereafter the Declarant shall have one vote for each Assessment Equivalent attributable to the Lots owned by the Declarant.

C. When an Owner 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 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.

D. 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 any monetary obligations due the Association for more than ninety (90) days may be deemed by the Board of Directors 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 five (5) Directors. Directors need not be Members of the Association and need not be residents of the State of Florida. Until 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 (2013), 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 at least one (1) Director at such time and in the manner prescribed by Section 720.307, Florida Statutes (2013). The Declarant shall be entitled to elect at least one (1) Director for such time and in the manner prescribed by Section 720.307, Florida Statutes (2013).

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B. Elections shall be by plurality vote. Directors shall initially serve one (1) year terms; provided however, at the first annual election of the Board of Directors following the date that the Members other than the Declarant shall become entitled to elect a majority of the Directors, the terms of office of the Directors receiving the highest number of votes shall be established at two (2) years, and the remaining Directors shall serve for terms of one (1) year each. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of each Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified. 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:

Gary Hannon
111 Nature Walk Parkway, #104
St. Augustine, Florida 32092

Trevor Hutson
111 Nature Walk Parkway, #104
St. Augustine, Florida 32092

Beverly Cunningham
111 Nature Walk Parkway, #104
St. Augustine, Florida 32092

Kathy Merrow
111 Nature Walk Parkway, #104
St. Augustine, Florida 32092

Cody Hutson
111 Nature Walk Parkway, #104
St. Augustine, Florida 32092

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 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:

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President	Gary Hannon
Vice President	Trevor Hutson
Treasurer	Beverly Cunningham
Secretary	Kathy Merrow

IX. CORPORATE EXISTENCE.

The Association shall have perpetual existence. These Articles shall become effective and the existence of the Association shall commence 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 represented in person or by proxy at a meeting of the Members at which a quorum is present.

XII. INCORPORATOR.

The name and address of the Incorporator is as follows:

John G. Metcalf
111 Nature Walk Parkway, Suite 104
St. Augustine, Florida 32092

XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

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

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

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appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

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

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

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

XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

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

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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 no event shall the Association be dissolved or merged, and any attempt to do so shall be ineffective, unless and until maintenance responsibility for the Surface Water or Stormwater Management System transferred to and accepted by an entity which is approved by the SJRWMD, or other governmental authority having jurisdiction, pursuant to the requirements of Rule 62-330.310, Florida Administrative Code, Applicant's Handbook Volume I, Section 12.3 or other administrative regulation of similar import.

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.

[Signatures begin on following page]

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IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 21st day of June, 2019.

Signed, sealed and delivered
in the presence of:

Sherry Kehoe
Sherry Kehoe
(Print or Type Name)

Richard Bennett
(Print or Type Name)

STATE OF FLORIDA)
COUNTY OF St. Johns) SS

The foregoing instrument was acknowledged before me this 21st day of June, 2019, by John G. Metcalf, the Incorporator of SILVERLEAF VILLAGE HOMEOWNERS ASSOCIATION, INC., on behalf of the corporation.



KATHERINE MCELROY
Commission # 08 298098
Expires January 24, 2023
Standard Two Budget Money Services

Katherine McElroy
(Print Name) Katherine McElroy
NOTARY PUBLIC

State of Florida at Large
Commission # 08295045
My Commission Expires: 1/24/23
Personally Known ☒
or Produced I.D. ☐
[check one of the above]
Type of Identification Produced

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EXHIBIT C

Bylaws

COPY

BYLAWS
OF
SILVERLEAF VILLAGE HOMEOWNERS ASSOCIATION, INC.

I. DEFINITIONS.

All capitalized terms contained in these Bylaws that are not otherwise defined herein shall have the same meanings as such terms are defined in the Declaration of Covenants and Restrictions for Silverleaf Village ("Declaration") to be recorded in the public records of St. Johns County, Florida, and in the Articles of Incorporation of the Association.

II. LOCATION OF PRINCIPAL OFFICE.

The office of Silverleaf Village Homeowners Association, Inc. ("Association") shall be at 111 Nature Walk Parkway, Suite 104, St. Augustine, Florida 32092, 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.

All Owners and the Declarant, as long as it owns any Property subject to the Declaration, shall be Members of the Association 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 person or entity who holds any interest in a Lot 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.

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.

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V. **ELECTION OF DIRECTORS.**

A. Nominations for the election of Board members (other than Board members appointed by the Declarant) shall be made by self-nomination by any member who is eligible to serve as a director.

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 it is appointing to the Board.

C. Nominations and notification of the vacancies being filled by the Declarant shall be placed on the written ballot referenced in Section E of this Article V.

D. No Member who is not in good standing with the Association may be nominated to serve as a Director. All questions as to the good standing of any Member shall be determined by the Board in accordance with the requirements of Chapter 720, Florida Statutes, as the same may be amended from time to time.

E. 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 other than the Declarant, (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.

F. 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.

G. 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 matters of common interest to the Members, including without limitation, 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 supervise the enforcement of the provisions of any covenants and restrictions enforceable by the Association, including without limitation, the administration of any provisions for the imposition of fines contained therein.

9. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those expressly 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:

(a) 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;

(b) 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

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

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held not less frequently than quarterly on such date and at such time as the Board may establish.

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.

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 meetings 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 thirty (30) 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 thirty percent (30%) 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. Except for elections of the Board of Directors, at all meetings of the Members, each Member may vote in person or by general or limited proxy. General or limited proxies may be used to establish a quorum. General or limited proxies may also be used for votes taken to amend the Articles of Incorporation or these Bylaws, or for any other matter that requires or permits a vote of the Members.

B. All proxies shall be in writing and filed with the Secretary. 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.

C. For elections of the Board of Directors, the Members shall vote in person or by mail by written ballot.

XIII. SEAL.

The Association may have a seal in circular form having within its circumference the words: Silverleaf Village Homeowners Association, Inc., not for profit, 201__.

XIV. AMENDMENTS.

These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly called meeting of the Board. Amendments shall be effective on the date of passage by the Board.

XV. INCONSISTENCIES.

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

Adopted by the Board of Directors of Silverleaf Village Homeowners Association, Inc., a Florida non-profit corporation, at a duly called meeting of the Board of Directors held on June 21, 2019.

By: 

Kathy Merrow, Secretary

EXHIBIT D**Common Area**

Tracts "B" (Open Space"), "I" (Open Space"), "J" (Open Space"), "K" (Open Space"), "L" (Open Space"), "C" (Stormwater Management Facility & Drainage Easement Tract) "E" (Stormwater Management Facility & Drainage Easement Tract), "F" (Stormwater Management Facility & Drainage Easement Tract), "G" (Stormwater Management Facility & Drainage Easement Tract), "D" (Park), "M" (Park), "N" (Park), "O" (Park), "P" (Conservation Area), "Q" (Scenic Edge) and "R" (Scenic Edge) of Silverleaf Village according to the plat thereof recorded in Map Book 98, at page 22, of the public records of St. Johns County, Florida.

COPY

Exhibit E

ARCHITECTURAL DESIGN GUIDELINES
FOR
SILVERLEAF VILLAGE
(Single Family Homes)

Revised 11/19, 2019

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INTRODUCTION

This document is intended to serve as architectural guidelines for Silverleaf Village, a single-family subdivision located in St. Johns County, Florida (the "Community"). It contains the necessary information to guide homebuilders and homeowners through the preparation of design requirements for houses to be constructed within the subdivision. This document is prepared specifically for this community and it is recommended that it be reviewed thoroughly before any plans are prepared and presented for review.

All plans shall be reviewed by White's Ford Timber, LLC (the "Master Declarant") and by Land Planners Development II, Inc. (the "Declarant"). The Master Declarant and the Declarant are herein together referred to as the "Review Parties". Plans submitted for review should be addressed to:

Architectural Review – Silverleaf Village
Attn: John G. Metcalf
111 Nature Walk Parkway, Suite 104
St. Augustine, Florida 32092

and

Architectural Review – Silverleaf Village
Attn: David W. Hutson
111 Nature Walk Parkway, Suite 104
St. Augustine, Florida 32092

Section 1. TITLE AND SCOPE

1.1 Title. This compilation of guidelines shall be known as the Architectural Design Guidelines, hereinafter referred to as "Guidelines" for the Community.

1.2 Purpose. The purpose of these Guidelines is to provide certain minimum standards, provisions and requirements for appropriate and acceptable design and minimum required criteria for homebuilders and homeowners implementing new construction within the Community.

1.3 Scope.

1.3.1 All new structures erected within the Community shall conform to the requirements of these Guidelines.

1.3.2 Additions, alterations, repairs or any other type of change to any structures that affect the exterior appearance shall conform to the requirements of these Guidelines.

1.3.3 Items to be reviewed will include any improvement or structure of any kind, including without limitation, any building, dwelling, fence, wall, sign, site paving, grading, sewer, drain, disposal system, decorative lighting schemes, painting or alteration of a dwelling (including doors, windows, roof), installation of solar panels or other devices, construction of fountains, swimming pools, screened enclosures, jacuzzis, construction of privacy fences, additions of awnings, shelters, gates, flower boxes, shelves and statues.

1.3.4 These Guidelines are for the purpose of outlining the requirements for residences located in the Community as well as to assist homebuilders and homeowners in the design of such residences. The evaluation of each submittal relates to matters of judgment and taste in certain instances which cannot be reduced to a simple list of measurable criteria. It is possible that a submission may meet all guidelines and criteria and still not receive approval, if in the judgment of the Review Parties the overall aesthetic impact is of the proposed improvements is not acceptable. The approval of an application for any proposed improvement shall not be construed as creating any obligation on the part of the Review Parties to approve applications involving similar designs for proposed improvements pertaining to different lots. The role of the Review Parties is to ensure that the overall quality level of the Community is maintained at the highest level possible while still allowing for each owner's individual taste in design, colors and materials.

Section 2. PROCESSING

2.1 Process for Construction

2.1.1 Homebuilders or homeowners shall examine the enclosed material for items required for review of submitted plans and specifications.

2.1.2 Plans are to be submitted along with submission fee (refer to **Exhibit A** as it may be amended from time to time, for fee schedule) to the Review Parties. In cases of prototype models, a blanket approval from the Master Declarant may be obtained for particular models to be used in the Community. In cases of custom homes, or individual modifications, individual submittals will be required.

2.1.3 The Review Parties shall release the plans submitted by the homebuilder or the homeowner for building permit after full plan review and approval by the Review Parties is accomplished.

Note: Approval of homebuilder or homeowner plans and specifications by the Review Parties does not release the homebuilder or the homeowner from fully complying with all applicable codes and requirements. The review process described in these Design Guidelines is strictly for compliance with the design parameters as described in the Design Guidelines and all applicable covenants and restrictions.

2.1.4 All revisions to the plans and specifications must be sent to the Review Parties for approval in accordance with the requirements listed in Section 2.1. Should deviations from approved final plans become apparent during or after construction, without having been approved previously, such non-conforming construction shall be subject to removal at homebuilder's or homeowner's expense, and at the discretion of the Review Parties.

2.1.5 Two (2) weeks time should be allowed for processing and plan review.

2.1.6 The homebuilder or homeowner may commence construction upon written approval of the construction plans by the Review Parties (which may be delivered via e-mail) and receipt of all required permits from the County and all other authorities having jurisdiction over the project.

2.2 Plans Submittal Requirement

2.2.1 The homebuilder or homeowner shall submit comprehensive construction plans and specifications, which shall include, but not be limited to, the items listed:

2.2.1.1 Architectural construction plans:

- a. Site plan: Showing the location of the house with all property lines, adjacent roads, drives or alleys, easements, setbacks and restrictions lines, drives, walks, roof plan, pools, fences, walls, patios, etc.
- b. Floor plans at 1/8" or 1/4" scale with dimensions.
- c. Elevations with finish notations at 1/8" or 1/4" scale with dimensions:
 - i. Showing all exterior materials noting colors and textures. Color samples shall be submitted for all proposed colors
 - ii. Note type, size and material of all openings.

- iii. Roof pitch, type and quality of roof covering material.
- iv. Doors, windows, fences, mechanical equipment.
- d. Typical wall section.

2.2.1.2 Landscaping and irrigation plans:

Showing location, quantity, sizes and species of all plants, trees, shrubs and ground cover proposed as well as the irrigation coverage. (See Section 4.1). Show driveways, sidewalks, patios, and existing trees of 6" in diameter and above at a point one foot (1') above ground level. (See Section 4.2).

2.2.1.3 Specifications:

Provide information on type and quality of all exterior materials.

2.2.1.4 Square footage (first and second floors):

- a. Air-conditioned space (living area)
- b. Other

Section 3. SITE

3.1 Zoning

Existing zoning requirements will be considered as per the St. Johns County, Florida (the "County") zoning and PUD ordinances.

3.2 Site Conditions

3.2.1 All lots in the Community have curb and gutter at the front or side of the lots. This paving and drainage design shall not be altered in any way.

3.2.2 Homebuilders and homeowners shall refer to site development drawings for any relevant requirements for these areas.

3.3 Parking

3.3.1 No parking will be permitted on areas where the Community's drainage flow may be interrupted.

3.3.2 Additional driveways for parking purposes are subject to review and approval.

3.4 Setback Requirements

3.4.1 Dwelling unit setback requirements:

- Front – 20 feet
- Side – 5 feet
- Rear – 10 feet

- Side yard on street side of corner lot - 10 feet

3.4.2 The foregoing setback requirements, if more restrictive than the applicable zoning requirements, may be waived by a written instrument executed by the Review Parties. The Review Parties cannot waive St. Johns County zoning requirements. Homebuilders and homeowners are under a legal obligation to comply with applicable County requirements even if a waiver is issued by the Review Parties.

3.5 Height Requirements

The maximum height for all homes shall be 35 feet.

Section 4. LANDSCAPING

4.1 Landscape Requirements

4.1.1 All landscaping shall be in accordance with the requirements of the Development of Regional Impact Order enacted by the County under Resolution No. 2019-165, as amended (the "DRI"), Planned Unit Development Ordinance Number 2019-33, as enacted by the County, as the same may be amended (the "PUD") and the County's landscape ordinances. Nothing herein shall be construed to be less than nor to reduce such requirements.

4.1.2 All front and side elevations facing the street require landscaping as outlined in this section 4.1.

4.1.3 Landscape plans submitted shall not be at a smaller scale than 1" = 20'-0". All trees, shrubs, screen material, berms, paving patterns, groundcover areas and any other elements necessary to convey the design intent shall be shown. Plans submitted for approval shall have botanical and common names, height, container size, spread and quantities of all plant material. Plant distances, in the case of hedge material and groundcovers, and spot elevations where earthwork is part of the design intent, will also be required.

4.1.4 Walks shall be constructed of four-inch (4") concrete. Patterns or alternate paving surfaces may be used if they are in keeping with the materials of the structure. These materials must be submitted and are subject to review and approval. However, asphalt pavement shall not be permitted.

4.1.5 Any plant material, trees or sod which dies or becomes unsightly after installation will be replaced by the homeowner with approved plants within 2 weeks or any notification by either of the Review Parties.

4.1.6 Equipment Screening: All air-conditioning units, well pumps, pool equipment, etc. shall be screened with landscape or other screening approved by the Review Parties.

4.2 Landscape Intent

The Review Parties consider landscaping to be a critical design element for the community and for the individual homes within the community. Landscape design should be integrated into the design of the home from its inception. The use and preservation of native and natural landscape materials is strongly encouraged. Landscaping plans should strive to have as strong an impact as possible at the time of installation. New planting compositions should employ simple plant massing and a limited palette of plant types in order to build unity and cohesiveness in the design.

4.3 Preservation of Existing Trees

4.3.1. Preservation and enhancement of any lot areas retaining native vegetation is strongly encouraged. During the initial home construction, no trees measuring twelve inches (12") or more in diameter at a point one foot (1') above ground level may be removed without written approval of the Review Parties, unless it is located within ten feet (10') of the dwelling unit. After the initial home construction, no trees measuring six inches (6") or more in diameter at a point one foot (1') above ground level may be removed without written approval of the Review Parties, unless it is located within ten feet (10') of the dwelling unit.

4.4 Trees

4.4.1 Trees shall be planted as required by the applicable St. Johns County landscape code and the PUD requirements.

4.5 Plant Material

4.5.1 Plant material shall be Florida No. 1 grade or better.

4.5.2 Yards shall be completely sodded with St. Augustine sod unless an alternative type of grass is specifically approved by the Review Parties.

4.5.3 Groundcovers other than sod shall be planted and mulched in such a manner to present a finished appearance within three months after planting.

4.5.4 Hedge shrubs shall be a minimum three gallon (3 gal.) plant, be of a minimum height of twenty-four inches (24") immediately after planting and shall be planted at a distance of a minimum of eighteen inches (18") on center and a maximum of twenty-four inches (24") on center and conditional that the hedge shrubs are capable of growing to close all gaps within the first year after planting. Accent shrubs shall be a minimum seven-gallon (7 gal.) plant, be a minimum height of forty-eight inches (48") immediately after planting and shall be installed as a contiguous design element to accent the hedge shrub material. Groundcovers shall be a minimum one-gallon (1 gal.) plant and shall be planted at a distance of a maximum of twelve inches (12") on center.

4.5.5 Synthetic material in the form of plants is not permitted, unless approved on an exception basis.

4.5.6 Shade trees shall be species with a mature spread of twelve feet (12') minimum and having a trunk which can be maintained in a clean condition with at least three (3') feet of clear trunk.

4.5.7 Shade trees shall be a minimum of eight (8') feet in height when planted. Trunk caliper shall be minimum of two (2) inches.

4.5.8 A minimum of one (1) shade tree as outlined in this document, or the minimum required by the County, whichever is greater, shall be provided by the homebuilder. Additionally, the street side elevation on side yards of corner lots require two (2) additional shade trees to be planted. The number of hedge shrubs shall be determined by the extent of the exterior elevation(s) fronting a street(s). All front lot elevations require landscaping. For landscaping purposes, the extent of front and side yard elevations is defined as the continuous lineal footage of the exterior walls (including the lineal footage of side walls on "bump-outs" or "L-shaped" designs that are not visible) from the outside front corners on the respective elevation, minus the lineal footage of not more than a two-car garage door opening. In addition, the street side elevation of side yards on corner lots shall require landscaping. The lineal dimensions of the elevation(s), minus the lineal footage of not more than a two-car garage opening, divided by two feet (2') (the maximum distance between plants) will yield the minimum number of hedge shrubs. The hedge shrubs may be planted in clusters or in a hedge-like fashion. The minimum number of accent shrubs per elevation is four (4). Accent shrubs may be used as a finial to a hedge, the center element in a cluster of shrubs, or side elements to bring focus to an entry. The minimum amount of required accent shrubs should not be planted separately, freestanding from other plant material. The number of ground covers will be determined by the extent of the exterior elevation(s) fronting a street(s). The lineal dimensions of the elevation(s), minus the lineal footage of not more than a two-car garage door opening, divided by one foot (1') (the maximum distance between plants) will yield the minimum number of ground cover plants. The minimum amount of ground cover plants may be used to frame hedge shrubs or clustered in focal areas around accent shrubs.

4.6 Irrigation

4.6.1 Plant material in all yards shall be 100% irrigated. The irrigation system shall comply with the applicable utility company's rules and all rules of any governmental agency having jurisdiction. The irrigation system shall be designed with "smart" technology to conserve water. Provisions shall be made for the removal of rust or stain if it is present in the water supply. In the event of rust or stain in the water supply, chemical filtration shall be incorporated in the irrigation system. If staining occurs after the homebuilder has sold the lot, the homeowner shall be responsible for the removal of the stains and the providing of appropriate filters to the system.

4.6.2 Pop-up sprinklers or low pressure staked heads shall be used in all irrigated areas.

4.6.3 Each tree planted subject to the landscape requirements shall have a bubbler nozzle installed as part of the irrigation system.

4.7 Landscape Lighting

Lighting is to be low wattage and when used, should be used on accent entrances and special features. Overall high levels of light are not desired. Intensity should be no greater than required for pedestrian safety, other than on accent landscape. The scale of this lighting should be at pedestrian level. Exterior lighting must be shielded from adjacent properties. Colored lighting is discouraged and shall be subject to the Review Parties' approval.

4.8 Recommended Landscape Material

4.8.1 The following criteria should be considered when selecting plants for use within the Community:

- Native species and evergreens.
- Relatively resistant to insects and diseases.
- Cold hardy material.
- Adaptability to existing soil conditions.
- Long life expectancy.
- Florida Friendly

4.8.2 The selection of plant material for development within the project should be given careful consideration. Attention should be given to year round appearance, maintenance requirements and cold resistance. A list of generally acceptable plants is herein provided. This list is not intended to be complete and is to be used as a guide only. Those listed may be considered to have reasonable maintenance requirements. Plant material has many variables, therefore it is necessary that all plans be reviewed and approved by the Review Parties to ensure that satisfactory plants have been selected for each location.

4.9 Plant List

Particular attention should be paid to the individual soil conditions and soil preparation to provide adequate drainage for all planted vegetation.

4.9.1 GROUND COVERS

<u>Botanical Name</u>	<u>Common Name</u>
Ilex Cornuta Rotunda	Dwarf Holly
Juniperus spp.	Various Juniper Ground Covers
Liriope Muscari	Lily Turf
Ophiopogon japonicus	Mondo Grass
Arachis glabrata	Perennial Peanut
Trachelospermum asiaticum	Small Leaf Jasmine

4.9.2 SHRUBS (Hedge and accent)

<u>Botanical Name</u>	<u>Common Name</u>
Raphiolepis Indica	Indian Hawthorne
Cocculus Laurifolius	Snailseed
Ilex Burfordii	Burford Holly
Ilex Vomitoria	Yaupon Holly
Juniperus spp.	Various Juniper Shrubs
Mahonia Bealei	Leatherleaf Mahonia
Nandina Domestica	Heavenly Bamboo
Nerium Oleander	Oleander
Pittosporum spp.	Various Pittosporum
Viburnum odoratissimum	Sweet Viburnum
Viburnum suspensum	Sandankwa Viburnum
Crataegus sp.	Dwarf Tudeau Hawthorne
Ilex crenata 'Compacta'	Compacta Holly
Ilex cornuta "Carissa"	Carissa Holly
Ilex crenata "Helleri"	Helleri Holly
Rhododendron indicum	Azalea
Ternstroemia gymnanthera	Cleyera
Buxus macrophylla	Japanese Boxwood
Ilex x 'Oak Leaf'	Oak Leaf Holly
Gardenia jasminoides	August Beauty Gardenia

4.9.3 SHADE TREES

<u>Botanical Name</u>	<u>Common Name</u>
Quercus Virginiana	Live Oak
Quercus Laurifolia	Laurel Oak

4.10 Florida Friendly Landscaping

Nothing contained in these Guidelines shall be construed to prevent any homeowner from installing or maintaining "Florida Friendly" landscaping in accordance with Section 373.185, Florida Statutes, (2009).

Section 5 STRUCTURES

5.1 Introduction

5.1.1 The following design guidelines pertain to specific items of a structure that give the character and the overall impression of the house and which must be constant for the design continuity of all the homes within the Community.

5.1.2 Homes shall be erected of frame or steel construction or concrete block (CBS). All block and framing must be covered as specified in Section 5.3.

5.1.3 The range of square footage contained within a living unit excluding garages, patios, porches or other unheated, unairconditioned areas shall be as follows:

43 foot wide lots (approx.) – 1,450 square feet to 2,300 square feet

53 foot wide lots (approx.) – 1,800 square feet to 3,000 square feet

63 foot wide lots (approx.) – 2,000 square feet and up

The Review Parties, in their sole discretion, may grant up to a 20% variance to this requirement.

5.2 Roof and Roofing

5.2.1 Roof structures shall be constructed out of conventional frames or wood trusses. Minimum roof overhang shall be sixteen inches (16").

5.2.2 Finish materials for pitched roofs must be consistent throughout the Community. Wood shakes, gravel or barrel tile roofs are not permitted. Other materials not specifically mentioned are subject to review and approval by the Review Parties. Shingles may be used as long as they are specified to be fiberglass or asphalt architectural dimensional roofing shingles and fungus resistant (FRS). The only shingle colors that shall be permitted within the Community are Owens Corning Oakridge Style in the colors of Driftwood, Estate Grey or Onyx Black. Metal accent roofs (only) shall be allowed and all such roofs shall be only silver in color.

5.2.3 Mansard roofs and Gambrel roofs, characterized by steep lower slope and flatter upper portion, shall not be permitted.

5.2.4 Roof top mechanical equipment must be so located to reduce or eliminate its visibility from street, sidewalk of adjacent properties.

5.2.5 Gutters and down spouts may be exposed only if painted properly to match the color of fascia, wall or column.

5.2.6 All exposed roof vents, valleys, flashings, eave drip, and pipes extending through the roof shall be painted the same color as the roof.

5.2.7 Roof pitches for 1 story homes shall be shall be 6:12 or higher. Roof pitches for 2 story homes shall be 4:12 or higher. Lower roof pitches will be considered by the Review Parties on an individual basis for minor components of the main roof (i.e., dormers, porches, bay windows, etc., if compatible with a particular style.) No flat roofs shall be permitted.

5.3 Exterior Walls

5.3.1 The following requirements apply to all exterior walls and all kinds of facade applications for all structures. All elements of all elevations shall complete a total and continuous design.

5.3.2 All materials must be in compliance with the Florida Building Code.

5.3.3 Exterior wall finishes will be consistent in color schemes, texture, compositions and character throughout the Community. All exterior finishes will be subject to review and approval by the Review Parties. Exposed concrete block walls, walls with any other type of exposed modular concrete units, and walls with metal finishes are not permitted.

5.3.4 All exterior walls shall be constructed with lap siding, although accent stone, stucco or brick may be permitted. All exterior siding will be finished, painted, stained or otherwise protected from the elements of nature. The Reviewing Parties may permit stucco exteriors on a case by case basis.

5.3.5 It is recommended that the homes on corner lots should have the garage located on the side property line farthest from the street.

5.3.6 Where monolithic slab construction is proposed for foundations, a sufficient footing shall be incorporated into the slab construction so that any exterior walls requiring brick or stucco finish can be constructed with stucco or the first row of brick starting below finish grade. In other words, the brick or stucco wall section should have the same appearance as if the foundation slab was constructed with a stem wall design.

5.4 Exterior Wall Colors

5.4.1 Homebuilders may offer color schemes previously approved by the Review Parties.

5.4.2 When finish materials for the exterior of the structures require painting, the color selection shall be based on compatible colors throughout the Community. Paint colors are subject to review and approval by the Review Parties.

5.4.3 Proposed paint/color schemes and color samples shall be submitted to the Review Parties and color coordinated with the elevation for approval. Pre-selected color schemes for prototype models may receive blanket approvals.

5.4.4 The following colors are prohibited within the Community: red, bright yellow, bright green, pink, purple and similar loud colors.

5.5 Garages and Driveways

5.5.1 All homes shall have a minimum of two (2) car garages.

5.5.2 All driveways shall be constructed with pavers. The pavers shall be either the Belgaurd "Napoli" pattern or the Tremron "Sierra" pattern.

5.5.3 No metal or fiberglass covered carports will be permitted throughout this subdivision.

5.6 Doors

5.6.1 Screen doors shall be compatible with the design and color of the home.

5.6.2 Entrance doors shall be compatible with the house design and made of solid wood, fiberglass or metal insulated type. Glass inserts may be included.

5.6.3 Garage doors shall be compatible with entrance doors and may include glass panes.

5.7 Screened Enclosures

5.7.1 No screened enclosure shall be permitted on the front of the house. Patio or pool screened enclosures shall be permitted subject to review and approval by the Review Parties. If the proposed enclosure comes with a roof, then it shall be consistent with the main house roof (i.e., use same color and type of roof shingle). If the roof of the proposed structure is made of metal then it is recommended that the metal match the color of the roof of the house.

5.8 Awnings

Awnings shall be permitted only at the discretion of the Review Parties.

5.9 Detached Structures

Any freestanding structure contemplated for a property such as, but not limited to, a pavilion, gazebo, platform, playhouse, storage room, cabana, etc. must be submitted for approval with the required drawings and information. Aluminum or metal storage sheds are not permitted. Approval will be granted only upon the merit of the structure and desirability for the neighborhood.

5.10 Fencing

5.10.1 Except for corner lots and lots bordering lakes and preservation areas, privacy fencing is authorized for fencing of lots within the Community. Privacy fencing shall be six feet (6') high and comprised of solid vinyl or PVC material that is five feet (5') high and vinyl or PVC lattice that is one foot (1') high. The color of all vinyl or PVC fencing shall be white. Fencing on lots bordering lakes and preservation areas and fencing for swimming pools located on corner lots, if allowed after review of specific lot configurations and site plans, shall be aluminum fencing four feet (4') high with vertical members no closer than four inches (4")

apart, and with two (2) horizontal members near the top and bottom of the fencing. All aluminum fencing shall be black in color.

5.10.2 No chain link fencing will be permitted on the lots in the Community.

5.10.3 No fencing shall be allowed closer to the front of the house than the mid-point of the sidewall plane of the structure. No fences are allowed in front yards except for on model homes subject to the Review Parties' approval. Front yard fencing shall be removed when homes are no longer used as a model. Structural side and support posts shall face the inside of the lot.

5.10.4 Swimming pools must be enclosed by a fence or other barrier meeting all applicable legal requirements. The specific design of each pool enclosure shall be subject to review by the Review Parties. As a condition to approval, the applicable swimming pool contractor shall demonstrate that it is properly licensed and shall certify that the proposed pool enclosure fully complies all applicable legal requirements.

5.10.5 Notwithstanding any provision of these Guidelines to the contrary, and except with respect to swimming pools which may be installed on corner lots, no fences of any description shall be constructed on any corner lot.

5.11 Recreation Structures

All recreation structures (including without limitation, basketball backboards) shall be located at the rear of the dwelling, or on the inside portion of a corner lot within the setback lines. No platform, doghouse, playhouse or structure of a similar kind or nature (except basketball backboards) shall be constructed on any part of the lot located in front of the rear line of a residence constructed hereon and shall be constructed so as not to not adversely affect the adjacent lots or the use thereof. Any such structure must have prior approval of the Review Parties and without limiting any other criteria for approval, the Review Parties shall review the height of such structures to assure the privacy of neighboring homeowners.

5.12 Air Conditioners

No window or wall air conditioning units will be permitted. All air conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

5.13 Fireplaces and Chimneys

All proposed chimneys shall be submitted to the Review Parties for review and approval. A detail of the chimney top should be shown.

5.14 Swimming Pools

Any swimming pool to be constructed on any lot shall be subject to the review and approval of the Review Parties.

5.15 Well Limitations

5.15.1 Excavation of wells for the purpose of irrigation of lots may be permitted, if and only if reuse water is not available at the lot. Any wells shall be subject to all applicable statutes, ordinances and rules, and provided that in connection with the excavation and installation of a well, each owner shall agree as follows:

5.15.1.1. The homeowner shall obtain, at the owner's sole cost and expense, all permits necessary and convenient for the installation of such well.

5.15.1.2. The homeowner shall assume all liability arising from the installation and operation of the well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The homeowner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

5.15.1.3 Any well shall be used only for irrigation. If reuse water is available at any lot, no well shall be allowed on that lot.

5.16 Satellite Dishes and Antennae

Satellite dishes and antennae may be permitted subject to review and approval of the Review Parties in accordance with all applicable FCC regulations. Subject to FCC regulations, satellite dishes shall be installed in the rear or side of the home out of view from the street.

5.17 Cable Television, Telephone And Alarm Systems

Each new house constructed in the Community must be pre-wired in accordance with the specifications attached and made a part hereof as **Exhibit B**.

5.18 Electric Meter Box and Conduits

Electric meter boxes and conduits shall be painted to match the color of the exterior wall finish.

5.19 Mailboxes

Group or cluster mailboxes are required through the Community. No individual mailboxes shall be permitted.

5.20 For Sale Signs

5.20.1 Prior to commencing any new construction, all Builders shall submit for approval a marketing sign plan which shall include without limitation "Now Selling", "Banners", "Model Home" and "For Sale" signs.

5.20.2 All Builders must obtain prior written permission from the Review Parties prior to displaying any prices on any signs.

5.20.3 "For Sale" or "For Rent" signs used for resales or renting existing homes shall substantially conform to the drawing attached as **Exhibit C**.

5.20.4 No "For Sale" or "For Rent" signs shall be displayed in any windows of any completed residences or other structures.

5.21 Waivers

The architectural design criteria set forth herein are intended as guidelines to which adherence shall be required by each homebuilder and homeowner; provided, however, the Master Declarant shall have the express authority to waive any requirement set forth herein if, in its professional opinion, it deems such waiver is in the best interest of the community and the deviation requested is compatible with the character of the community.

Section 6 MAINTENANCE

6.1 Maintenance During Construction

6.1.1 During construction, all debris shall be placed in a single location on the construction site. The debris shall be contained by some type of barrier (e.g. wire fencing) to assist in keeping the debris from being scattered.

6.1.2 After construction, no debris or trash of any kind shall remain on any lot, or on sidewalks or streets contiguous thereto, and no excess building material, storage shed or trash shall remain on such a lot, sidewalk or street. It is the duty of the homebuilder or his agent, or the homeowner, to remove or cause to be removed any and all of the above debris within seventy-two (72) hours of notification by either of the Review Parties. Failure to comply with the request will cause removal of the debris by action of the either of the Review Parties and all related costs plus an administrative fee will be charged to the homebuilder or the homeowner.

Exhibit A

Fee Schedule for Master Declarant

New Construction

- | | |
|---|-----|
| • Complete plans – new house plan, site plan, landscape plan and exterior colors | N/A |
| • Pre-approved house plan with site plan, landscape plan and exterior colors | N/A |
| • Landscape plan and exterior colors submitted after original submittal | N/A |
| • Resubmittals | N/A |
| • Miscellaneous approvals for pools, screen enclosures, fencing, etc. on new construction | N/A |

Miscellaneous Approvals:

Any improvement, addition, alteration, or structure of any kind including, but not limited to, any building, fence, wall, painting, alteration of dwelling (including doors, windows, roof), installation of solar panels, swimming pool, screen enclosure, Jacuzzi, and addition of awnings and landscape improvement.

Miscellaneous submittals must be accompanied by a check payable to Hutson Companies, LLC in the amount of \$150.

SUBMITTAL FEES ARE SUBJECT TO CHANGE WITHOUT NECESSITY OF AMENDMENT TO THE GUIDELINES

Exhibit B

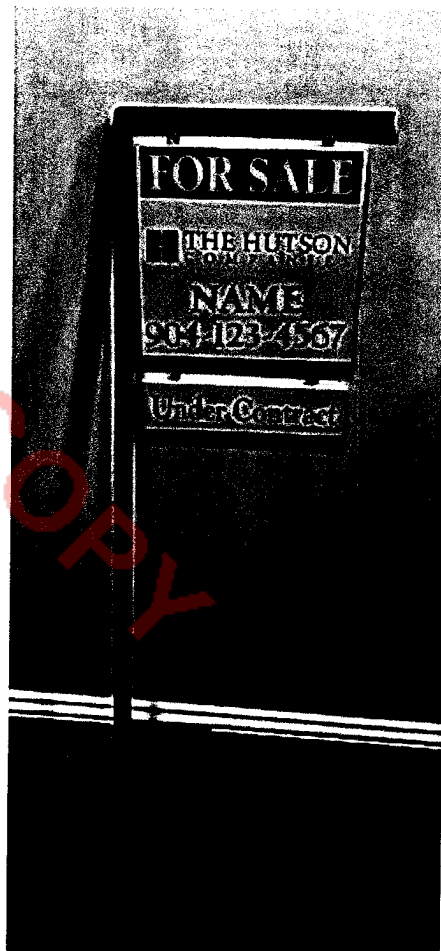
Pre-wiring Specifications

Inside Wire between the service demarcation points and the Central Wiring Panel (CWP) inside each Home and between the CWP and each outlet for the Services must consist of at least one UL Listed CAT-5e UTP 4-pair homerun cable. Inside Wire within each Home shall be installed in a star configuration from the CWP to each outlet and the Services outlets in each Home must meet the following minimum specifications:

- (a) At least four (4) outlets for the Services
- (b) Services outlets must be equipped with RJ45 ports, and
- (c) Outlets must be within 3' of a standard, duplex 110V AC Non-switched, Grounded outlet

Additional Requirements for FTTP Served Properties. HSIA/AEVS will be provided via fiber to the premises ("FTTP") technology, to each Home, which will be equipped with an optical network terminal ("ONT") and will require AC power for the ONT from an uninterruptable power supply that AT&T will mount in a controlled environment (32° - 113° F) inside the Home, and within a maximum of 100' from the ONT. Owner will provide a minimum of one UL Listed 16 gauge stranded copper 1-pair cable, between the ONT and a standard duplex 110V AC non-switched, grounded outlet in a controlled environment (32° - 113° F) and no farther than 100' from the ONT.

Exhibit C
For Sale Signs



Sign stands shall be made of aluminium or rod iron and shall have dimensions of approximately 48" by 14".

For Sale signs shall have dimensions of approximately 12" by 12".

The "For Sale" lettering shall be cream or beige in color with a forest green background. All other lettering shall be forest green with a cream or beige background.