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Prepared by and return to:

Dream Finders Homes LLC
14701 Philips Highway, Suite 300
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Attn: Robert E. Riva, Jr., Esq., General Counsel

DECLARATION OF COVENANTS AND RESTRICTIONS FOR HOLLY FOREST

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR HOLLY FOREST ("**Declaration**") is made this 22nd day of May, 2020, by **DREAM FINDERS HOMES LLC**, a Florida limited liability company (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. Holly Forest Homeowners Association, Inc., a Florida not-for-profit corporation, 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 of Directors. 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. Dream Finders Homes LLC, a Florida limited liability company, and its successors and such of its assigns as to which the rights of the Declarant are specifically assigned. Declarant may assign all or only a portion of such rights in connection with portions of the Property. In the event of a partial assignment, the assignee may exercise 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 Dream Finders Homes LLC. as the Declarant of the Property is not intended and shall not be construed, to impose upon Dream Finders Homes LLC. any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots or parcels within the Property from Dream Finders Homes LLC 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, Page 1063, of the 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 6.4. 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. 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 Association, in accordance with the requirements of this Declaration or as provided by law. The Association is granted a perpetual non-exclusive easement for ingress and egress, at all times, over and across the Townhome Lots (hereinafter defined) for the Association to fulfill its obligations as set forth in this Declaration; provided however, that if the Association is ever dissolved then all maintenance, repair and replacement obligations relating to the Townhome Lots shall be the responsibility and financial obligation of the Owners of each such Townhome Lot and the Townhome Units located on each Townhome Lot. 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.
TOWNHOMES

5.1 Additional Definitions. As used herein, the following terms are defined as follows.

(a) **Building**. The structure comprised of a group of townhome dwellings which are attached to each other and share common walls, roofs, and other structures or features.

(b) **Common Structural Elements.** The term Common Structural Elements means the structural elements of a Townhome which are shared with other Townhomes, including but not limited to the common Roofing, Party Walls, and the common Foundation.

(c) **Party Walls.** All dividing walls between Townhomes beginning at the unfinished surface of each side of such wall located on a property line between two Townhomes. Taken alone, the fact that a dividing wall between two Townhomes is not on the property line between two Townhomes shall not prevent such a dividing wall form being a Party Wall.

(d) **Roofing.** The entire roof of the Townhome, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing." Should the Roofing or any part thereof extend beyond the Lot boundaries, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Roofing as same shall be constructed or hereby imposed.

(e) **Foundation.** The entire concrete floor slab (or other floor system if used in lieu thereof) and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Foundation" of the Townhome. Should the Foundation or part thereof extend beyond the lot boundaries, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Foundation as same shall be constructed or thereby imposed.

(f) **Residence**. Any single family residential dwelling constructed or to be constructed on or within any Building.

(g) **Townhome Exterior Building Surfaces.** The exterior walls, roofing, chimney or other existing roof structures, but excluding all doors and windows of Townhomes, all of which are collectively herein referred to as the "Townhome Exterior Building Surface."

(h) **Townhome Lot**. A Lot on which a Building and Residences are constructed or to be constructed. A Townhome Lot shall not include any Lot on which a detached single-family home is constructed or to be constructed.

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5.2 Maintenance.

(a) **Maintenance by Association.** It shall be the duty of the Association to manage and maintain (a) the exterior painting on the Buildings, including the outside of exterior doors, patios and balconies, when deemed necessary in the sole and absolute discretion of the Board of Directors; (b) the roof decking and shingles or other roof covering and roof surface materials on the Buildings; (c) a termite bond on each Building and such repairs and treatments as may be necessary to maintain such termite bonds;(d) mowing and maintenance of landscape beds on townhome Lots; (e) irrigation repair and maintenance on Lots; (f) and exterior maintenance of Buildings when deemed necessary by the Association.

(b) **Maintenance by the Lot Owner.** Except for maintenance performed on or to a Lot by the Association pursuant to Section 5.2(a) above, if any, all maintenance of and repair and replacement to the Lot and all structures and other improvements located thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent this Declaration. Such maintenance obligation shall include, without limitation, the following: (i) prompt removal of all litter, trash, refuse, and waste; (ii) keeping improvements and exterior lighting in good repair and working order; (iii) keeping driveways and walkways in good repair; (iv) complying with all governmental health and police requirements; (v) maintaining grading and storm water drainage as originally established on the Lot; (vi) repairing exterior damage to improvements; (vii) all maintenance, repair and replacement to the residential dwelling located on the Lot, to the extent not maintained by the Association pursuant to Section 5.2(a) above; (viii) maintaining, repairing and replacing all storm water drainage facilities, including, all pipes, wires and conduits relating thereto, which exclusively serve the Lot; and (ix) maintaining, repairing and replacing all pipes, lines, wires and conduits, including, without limitation, plumbing, electric and sanitary sewer systems, which exclusively serve the Lot.

5.3 Party Walls. Each wall which is built as a part of the original construction of the Residence and Buildings upon the properties and placed on the subdividing line between the Lots, including the shared roof, shall constitute a "Party Wall" and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall

5.4 Easements.

(a) **Blanket Easement**. Declarant reserves for itself, its successors and assigns, and the Association a nonexclusive, perpetual, alienable blanket easement for the benefit of the Property upon, across, over, through, and under any Roadway, right of way and the Common Property for ingress, egress, installation, replacement, repair, use and maintenance of all utility and service lines and service systems, utility poles or equipment, public and private, in or on any Building, including, but not limited to, water, sewer, drainage, irrigation systems, telephones, electricity, gas (propane or natural) television cable or communication lines and systems, and police powers and services, firefighting services, supplied by the local, state and federal governments. This easement shall in no way affect any other recorded easements on the Property.

(b) **Lot Easement**. Declarant reserves for itself, its successors and assigns and the Association a perpetual, nonexclusive easement over, under and across a seven and one half foot (7.5') and ten foot (10') strip at the front and rear of each Lot, and a five foot (5') strip at the side of each Lot for the installation, repair and maintenance of all utilities, including without limitation water, sewer, electrical, cable, telephone, drainage, and irrigation lines.

(c) **Cable Easements**. Declarant reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, exclusive easement for the installation, maintenance, and supply of radio and television cable over, under and across the rights of way and easement areas on any recorded plat of the Property. If the Association elects to enter into a "bulk rate contract" for cable television, cable television service shall be supplied to each Lot and each Owner shall be required to pay all costs in connection therewith.

(d) **Right to Future Easements.** Declarant shall be entitled to place further easements and restrictions on any Lot, Roadway, right of way and the Common Property while Declarant owns any portion thereof, such additional or future easements shall not unreasonably interfere with the use and enjoyment of a Lot, Roadway, right of way or the Common Property, further, such additional or future easement shall not have significant detrimental effect on any improvements constructed thereon.

(e) **Easement for the Purpose of Maintenance.** The Declarant, the Association, their successors or assigns shall have an easement on and over any Lot or the Common Property as may be necessary to maintain the Common Property, the Roadways, right of way, the Storm Water Management System, JEA easements or such other property which the Declarant or Association is required to maintain.

(f) **Easement for Facilitation of Construction.** The Declarant reserves the right to itself, its successors and assigns to construct model homes, temporary sales offices, temporary construction offices, temporary storage facilities for construction materials on Declarant's property as may be normally utilized in the construction and sale of homes in sub-divisions substantially similar to that being constructed on the Property. Further, Declarant or any other builder owning a Lot shall be entitled to such access as may be reasonably necessary in order to construct improvements on any Lot owned by such Declarant or builder.

(g) **Declarant's Rights**. Declarant, its successors and assigns, shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown in any plat of the Property or described herein; (ii) to plat or replat all or any part of the Property owned by Declarant; and (iii) to widen or extend any right-of-way shown on any plat of the Property or convert a Lot to use as a right-of-way, provided that Declarant owns the lands affected by such changes. The Owners of Lots subject to easements shown on any plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Lots subject to any easements shall not construct any improvements on the easement areas, alter the drainage flow of surface water, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise

of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of the Declarant, the Association or the grantee of the easement. Declarant and the Association shall have the right but not the obligation to take any reasonable action necessary to correct any condition which alters or affects the drainage flow of surface water

(h) **Blanket Easement over Townhome Lots for Maintenance, Repair and Replacement by the Association and over Townhome Lots for Landscape Maintenance by the Association.** The Association is granted a perpetual non-exclusive easement for ingress and egress, at all times, over and across the Townhome Lots for the Association to fulfill its obligations as set forth in this Declaration; provided however, that if the Association is ever dissolved then all maintenance, repair and replacement obligations relating to the Townhome Lots shall be the responsibility and financial obligation of the Owners of each such Townhome Lot and the Townhome Units located on each Townhome Lot.

5.5 Townhome Landscape Assessments. Each Townhome Lot shall be subject to a Townhome Landscape Assessment, in addition to the Annual Assessment otherwise provided in this Declaration for the purpose of providing maintenance for the landscaping on the Townhome Lots. The Association shall be responsible for providing landscape maintenance for the landscaping on the Townhome Lots. The total cost of the maintenance of the Townhome Lots shall be included in the annual budget and shall be assessed against all Townhome Lot Owners. In addition to the Townhome Landscape Assessment, the association may levy in any fiscal year a Special Assessment for Townhome Landscape maintenance or replacement for the purpose of defraying, in whole or in part, the cost of any maintenance, repair or replacement of Townhome Landscaping or for any purpose deemed desirable or appropriate by the Board of Directors; however, any such special assessment shall have the approval of a majority of the votes of the Townhome Lot Owners who are in attendance and vote in person or by proxy at a meeting duly called for the said purpose.

5.6 Changes to Townhomes. Subject to the declarant's rights under the Master Declaration prior to turnover, neither the Association nor any Owner shall male or permit any structural modifications or alterations of any Common Structural Elements of any Townhome except with the prior written consent of the ARB or its successor, and all Institutional Mortgagees holding a mortgage on the Townhome. Notwithstanding the foregoing, maintenance and/or repair of such structures in a manner consistent with the originally construction shall not require the foregoing consent. Consent may be withheld if, in sole discretion of the party requested to give same, it appears that such modification or alteration would affect or in any manner endanger other Townhomes or property located on any other Lot or on Common Property. No Townhome may be demolished or removed without the prior consent of all the Townhomes Sharing Common Structural Elements and all Institutional Mortgagees holding a mortgage on any other Townhome sharing Common Structural Elements and the Declarant or its Successors. Declarant shall have the right to assign all of its rights and privileges under this Article to the Association.

5.7 Repair and Reconstruction After Fire or Other Casualty.

(a) **Common Property**. In the event of damage to or destruction of all or any of the improvements on any Common Property owned by the Association, as a result of fire or other casualty, the Association may in its discretion arrange for repair and restoration of such damaged improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification thereof approved by the Board of Directors and the ARB. The Board of Directors shall proceed towards reconstruction of such

improvements as quickly as practicable under the circumstances and shall obtain funds for such reconstruction from the insurance proceeds and any Special Assessments that may be necessary after exhaustion of reserves for the repair and replacement of such improvements.

(b) **Residences**. Any Owner whose Residence is destroyed or damaged by fire or other casualty shall immediately proceed to build and restore his Residence to the conditions existing immediately prior to such damage or destruction, unless other plans are approved in accordance with the provisions of Article VIII and Article IX below. Provided, however, if the damage is so extensive that the Owner determines not to rebuild the Residence, the Owner may remove all remaining improvements and debris and sod the Lot. In such event, all landscaping obligations on the part of Owner shall remain in effect

ARTICLE VI.
COVENANTS FOR MAINTENANCE ASSESSMENTS

6.1 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.

6.2 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 6.3.

6.3 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. The Annual Assessments for Townhome Lots shall be include the additional assessments provided for in this declaration. The assessments for Townhome Lots shall be paid equally by each Townhome Owner.

6.4 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 4.4 shall be determined by the Board in its sole discretion.

6.5 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 _____ and No/100 Dollars ($_____). Capital contributions collected pursuant to this section 4.5 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.

6.6 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.

6.7 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.

6.8 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.

6.9 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 VII.
UTILITY PROVISIONS

7.1 Water System. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. 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.

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

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

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

ARTICLE VIII.
EXTERIOR MAINTENANCE ASSESSMENT

8.1 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.

8.2 Assessments of Costs. The cost of any maintenance undertaken by the Association under the provisions of Section 8.1 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 6.7.

8.3 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 8.1, 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 IX.
USE RESTRICTIONS AND RIGHTS AND EASEMENTS RESERVED BY DECLARANT

9.1 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 9.1 shall be reallocated by the Declarant, in its sole discretion, at the time written consent for such subdivision is given by the Declarant.

9.2 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 X.

9.3 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 X.

9.4 Setbacks. The building setbacks applicable to the Lots and the method of measurement of setbacks shall be as stated in the PUD. More restrictive building setbacks may be included in the Design Guidelines adopted by the Declarant or the Association, as applicable, pursuant to the terms of Article X, or the design guidelines adopted pursuant to the terms of the Master Declaration.

9.5 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 X 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 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 X 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 VIII 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 VI of this Declaration.

9.6 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

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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.

9.7 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.

9.8 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.

9.9 Lakes. Only the Master Association or the 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 and Limited 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 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 VIII 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 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.

9.10 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.

9.11 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.

9.12 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.

9.13 Signs; Flags. 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. Notwithstanding the foregoing, each Owner shall have the right to display in or on their Lot and/or Residence an approximately 3' by 5' American flag as well as any other approximately 3' by 5' flag with the insignia, symbol or logo, as applicable, of (i) any United States military branch or military veterans' organization, or (ii) any state, federal or local law enforcement agency or department, fire department, or other civil service agency. The foregoing sentence shall not be deemed to be a limitation of any other type of flag or an exclusive listing of flags or other banners that may be displayed, subject to the applicable provisions set forth in this Declaration.

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

9.15 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.

9.16 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 VIII. Further, in the event that any landscaped or natural areas shall be removed or altered without approval pursuant to Article X, 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 VIII. During construction of each home or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot. By rule adopted by the Board from time to time, the Board may specify the location for construction entrances and routes through the Property which shall be used by all parties participating in construction activities within the Property. Further, by rule adopted by the Board from time to time, the Board may specify exclusive locations for concrete washouts and similar uses occurring in connection with all such construction activities.

9.17 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 10.1. 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.

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

9.19 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.

9.20 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.

9.21 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.

9.22 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.

9.23 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.

9.24 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.

9.25 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 9.25 shall require the prior written consent of the Master Association.

9.26 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.

9.27 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.

9.28 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.

9.29 Additional Utility Easements. Declarant reserves for itself, its duly authorized agents, successors and assigns, a perpetual non-exclusive blanket easement throughout the Townhome Lots, under all structures and through all structures to (i) install utilities and associated infrastructure including without limitation, water, sewer, telephone, electric, gas, irrigation, cable and other systems for sending and receiving data and/or other electronic signals, security and mounting of meters on walls of any structure (ii) repair, maintenance, replacement, inspection, meter reading or other similar functions (iii) the right to allow any utility provider access for any of the purposes outlined herein. The easement referenced in this paragraph shall or may include, but not be limited to, easements across, through, or under any of the Townhome Lots to provide electrical lines or sewer lines which may begin at a point of service to the outermost portion of a Lot and run through, under or across other Lots to provide service to other townhomes built on other Townhome Lots which are adjacent to the referenced townhomes, such that one bank of electrical, water, or sewer meters may be placed on an exterior wall of one of the townhomes to serve all other connected townhomes. All work connected with the installation, repair, maintenance, replacement or inspection shall be performed in such a manner as to minimize, to the extent reasonably practicable, the interference with the use and enjoyment of the property burdened by the easement. Upon completion of any work, the person exercising the easement shall restore the property, to the extent reasonably practicable, to the condition existing prior to the work. The easements hereunder shall not include the right to enter into any structure on any of the Townhome Lots, nor shall it unreasonable interfere with the use of any of the property, except in an emergency.

9.30 Clotheslines. Subject to Section 163.04, Florida Statutes, no clotheslines or other clothes-drying facility shall be permitted on the where it would be visible from the ground level of any Lot or roadway.

9.31 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 X.
ARCHITECTURAL CONTROL

10.1 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 herteto and 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.

10.2 Review Procedures. The Declarant shall have the following rights with respect to architectural review and approval conducted in accordance with this Article X:

(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 X. 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 X, 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.

10.3 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.

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

10.5 Master Association Approval. All matters that are subject to architectural review and approval pursuant to Section 10.1 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.

10.6 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.

10.7 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 XI.
MASTER ASSOCIATION

11.1 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.

11.2 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.

11.3 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 XII.
NOTICE OF PERMIT REQUIREMENTS

12.1 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 XIII.
GENERAL PROVISIONS

13.1 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 12.1 shall be dispositive.

13.2 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 12.2, shall be dispositive for all purposes; provided nothing contained in this Section 12.2 shall authorize the Declarant to take any action that would have a material and adverse effect on any improved portion of the Property.

13.3 Remedies for Violations.

13.3.1 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 13.3.1 shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

13.3.2 **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).

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

13.5 Additional Restrictions. No Owner, without the prior written consent of the Declarant, may impose any additional covenants or restrictions on any part of the Property, but the Declarant may include in any contract, 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.

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

13.7 Termination or Amendment. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Declarant, the Association and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that 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.

13.8 Assignment of Permit Responsibilities and Indemnification. In connection with the platting and development of the Property, the Declarant may assume certain obligations in connection with the Permits. The Declarant may at any time assign to the Association, and the Association shall 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.

13.9 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.

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

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

13.12 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.

13.13 Consent to Owner Dispute Resolution. Notwithstanding anything to the contrary herein, Declarant agrees on behalf of itself and the Association, that the Association unconditionally expressly agrees and consents in all respects to be bound by and follow any dispute resolution provision (including, without limitation, any arbitration provision) set forth in an Owner's sales contract with Declarant, or any other entity that constructs a Residence, in the event the Association elects, on behalf of one or more Owners, to bring any claim against Builder, Builder or any other entity relating one or more Buildings, Lots or Residences (including, without limitation, any alleged construction defect matter).

[Signatures begin on next page]

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed under seal as of the day first written above.

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

Name Printed: Karla Chernelle

Name Printed: Mercedes M Stock

DREAM FINDERS HOMES LLC,
a Florida limited liability company

By: _____
Robert E. Riva, Jr., Esq.
General Counsel and Vice President

STATE OF FLORIDA

COUNTY OF DUVAL

COPY

The foregoing instrument was acknowledged before me by physical presence this 2 day of ~~May~~ June, 2020, by Robert E. Riva, Jr., Esq., as General Counsel and Vice President of Dream Finders Homes LLC, a Florida limited liability company, on behalf of the company, [X] who is personally known to me or [ ] who has produced a driver's license as identification.

Personally appeared before me

(Print Name Mercedes M Stock
NOTARY PUBLIC, State of Florida
Commission # GG 963430
My Commission Expires: 2/27/2024

Notary Public State of Florida
Mercedes M Stock
My Commission GG 963430
Expires 02/27/2024

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

Name Printed: Karla Chamberlain

Name Printed: Mercedes M Stock

HOLLY FOREST HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: _____
Batey C. McGraw
Director

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by physical presence this 2 day of ~~May~~ June, 2020 by Batey C. McGraw, as a Director of Holly Forest Homeowners Association, Inc. a Florida not-for-profit corporation, on behalf of the company, [X] who is personally known to me or [__] who has produced a driver's license as identification.

Personally appeared before me

Notary Public State of Florida
Mercedes M Stock
My Commission GG 963430
Expires 02/27/2024

_____
Notary Public, State of Florida
Name: Mercedes M Stock

My Commission Expires 2/27/2024
My Commission Number is: GG 963430

COPY

EXHIBIT A

Legal Description of the Property

CAPTION

A portion of Section 30, together with a portion of Section 41 of the William Harvey Grant, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southeasterly corner of Johns Creek, as depicted on the plat recorded in Map Book 48, pages 76 through 95, of said Public Records; thence North 89°22'47" West, along the Southerly line of said Johns Creek, 50.09 feet to the Northeasterly corner of Johns Creek – Phase 2, a plat recorded in Map Book 64, pages 3 through 14, of said Public Records; thence Southerly, along the Easterly line of said Johns Creek – Phase 2, the following 3 courses: Course 1, thence South 02°44'02" East, departing said Southerly line of Johns Creek, 17.48 feet to the point of curvature of a curve concave Easterly having a radius of 3150.00 feet; Course 2, thence Southerly along the arc of said curve, through a central angle of 09°55'44", an arc length of 545.86 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 07°41'54" East, 545.18 feet; Course 3, thence South 12°39'46" East, 203.32 feet; thence North 83°56'13" East, departing said Easterly line of Johns Creek – Phase 2, a distance of 252.29 feet to the Point of Beginning.

From said Point of Beginning, thence continue North 83°56'13" East, 894.65 feet; thence South 65°29'17" East, 2059.15 feet to a point lying on the Westerly right of way line of Leo Maguire Parkway as depicted on Glen St. Johns Phase 1, a plat recorded in Map Book 63, pages 1 through 13, of said Public Records; thence South 26°21'28" West, along said Westerly right of way line, 28.90 feet to the point of curvature of a curve concave Easterly having a radius of 5790.00 feet; thence Southerly, continuing along said Westerly right of way line and along the arc of said curve, through a central angle of 08°14'24", an arc length of 832.69 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 22°14'16" West, 831.97 feet; thence South 18°07'04" West, continuing along said Westerly right of way line, 1185.60 feet; thence North 80°05'11" West, 1020.85 feet; thence South 69°36'46" West, 189.39 feet; thence North 07°13'07" West, 106.17 feet to the point of curvature of a curve concave Westerly having a radius of 375.00 feet; thence Northerly along the arc of said curve, through a central angle of 09°24'09", an arc length of 61.54 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 11°55'11" West, 61.47 feet; thence North 16°37'16" West, 31.22 feet; thence South 73°22'44" West, 50.00 feet to a point on a curve concave Southwesterly having a radius of 25.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 61°37'16" West, 35.36 feet; thence South 73°22'44" West, 46.25 feet to the point of curvature of a curve concave Northerly having a radius of 579.08 feet; thence Westerly along the arc of said curve, through a central angle of 15°23'13", an arc length of 101.80 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 81°04'20" West, 101.50 feet; thence North 01°14'03" West, 130.00 feet; thence South 88°45'57" West, 72.67 feet; thence North 53°34'33" West, 39.58 feet to a point on a curve concave Easterly having a radius of 9149.98 feet, thence Northerly along the arc of said curve, through a central angle of 03°14'22", an arc length of 517.34 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 14°13'11" West, 517.27 feet; thence North 12°35'59" West, 1739.48 feet to the point of curvature of a curve concave Easterly having a radius of 2900.00 feet; thence Northerly along the arc of said curve, through a central angle of 01°04'15", an arc length of 54.20 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North 12°03'52" West, 54.20 feet.

Containing 146.91 acres, more or less.

CAPTION

A portion of Sections 30 and 31, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southeasterly corner of Johns Creek, as depicted on the plat recorded in Map Book 48, pages 76 through 95, of said Public Records, thence North 89°22'47" West, along the Southerly line of said Johns Creek, 50.09 feet to the Northeasterly corner of Johns Creek ~ Phase 2, a plat recorded in Map Book 64, pages 3 through 14, of said Public Records; thence Southerly, along the Easterly line of said Johns Creek ~ Phase 2, the following 3 courses: Course 1, thence South 02°44'02" East, departing said Southerly line of Johns Creek, 17.48 feet to the point of curvature of a curve concave Easterly having a radius of 3150.00 feet; Course 2, thence Southerly along the arc of said curve, through a central angle of 09°55'44", an arc length of 545.86 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 07°41'54" East, 545.18 feet; Course 3, thence South 12°39'46" East, 203.32 feet; thence North 83°56'13" East, departing said Easterly line of Johns Creek ~ Phase 2, a distance of 252.29 feet to a point lying on a curve concave Easterly having a radius of 2900.00 feet; thence Southerly along the arc of said curve, through a central angle of 01°04'15", an arc length of 54.20 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 12°03'52" East, 54.20 feet; thence South 12°35'59" East, 1739.48 feet to the point of curvature of a curve concave Easterly having a radius of 9149.98 feet; thence Southerly along the arc of said curve, through a central angle of 03°14'22", an arc length of 517.34 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 14°13'11" East, 517.27 feet; thence South 55°34'33" East, 39.58 feet; thence North 88°45'57" East, 72.67 feet; thence South 01°14'03" East, 130.00 feet to the Point of Beginning.

From said Point of Beginning, thence Easterly along the arc of a curve concave Northerly having a radius of 379.08 feet, through a central angle of 15°23'13", an arc length of 101.80 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 81°04'20" East, 101.50 feet; thence North 73°22'44" East, 46.23 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 61°37'16" East, 35.36 feet; thence North 73°22'44" East, 50.00 feet; thence South 16°37'16" East, 31.22 feet to the point of curvature of a curve concave Westerly having a radius of 375.00 feet; thence Southerly along the arc of said curve, through a central angle of 09°24'09", an arc length of 61.54 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 11°55'11" East, 61.47 feet; thence South 07°13'07" East, 106.17 feet; thence North 69°36'46" East, 189.39 feet, thence South 80°05'11" East, 1020.85 feet, thence South 18°07'04" West, 1229.39 feet, thence South 28°50'06" East, 164.21 feet; thence South 18°07'04" West, 546.49 feet; thence South 58°21'59" West, 75.00 feet to a point on a curve concave Northeasterly having a radius of 9149.98 feet; thence Northwesterly along the arc of said curve, through a central angle of 14°38'15", an arc length of 2337.57 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 24°18'5.5" West, 2331.22 feet; thence North 35°59'27" East, 30.20 feet; thence North 88°45'57" East, 37.59 feet to the Point of Beginning.

Containing 36.85 acres, more or less

COPY

EXHIBIT B

Articles of Incorporation

COPY

November 8, 2019

FLORIDA DEPARTMENT OF STATE
Division of Corporations

HOLLY FOREST HOMEOWNERS ASSOCIATION, INC.
14701 PHILIPS HWY, SUITE 300
JACKSONVILLE, FL 32256US

COPY

The Articles of Incorporation for HOLLY FOREST HOMEOWNERS ASSOCIATION, INC. were filed on November 7, 2019, and assigned document number N19000011769. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H19000329403.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

https://sa.www4.irs.gov/modiein/individual/index.jsp.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at (850) 245-6052.

Sincerely,
Nadira D McClees-Sams
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 319A00023124

EXHIBIT C

Bylaws

COPY

BYLAWS
OF
HOLLY FOREST HOMEOWNERS ASSOCIATION, INC.

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Easements, Covenants, Conditions and Restrictions for Holly Forest ("Declaration") to be recorded in the public records of St. Johns County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the Holly Forest Homeowners Association, Inc. ("Association") shall be located at 77 Almeria St, St. Augustine, FL 32084, or at such other place as may be established by the Board of Directors of the Association from time to time.

COPY

III. VOTING RIGHTS AND ASSESSMENTS.

A. Every person, group of persons, corporation, limited liability company, limited liability partnership or other entity who is a record fee simple owner of a Lot or any other portion of the Property, and the Developer as long as it owns any Property subject to the Declaration, shall be a member of the Association (the "Members") as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any such person group of persons, corporation, limited liability company, limited liability partnership or other entity who holds such interest only as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and shall not be separated from, ownership of any Lot or parcel within the Property.

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

IV. BOARD OF DIRECTORS.

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

B. Any vacancy occurring on the Board because of death, resignation, or other termination of services of any Director, shall be filled by the Board, except that the Developer shall be entitled to fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Developer. 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 shall have qualified to sit on the Board.

V. ELECTION OF DIRECTORS.

A. Nominations for the election of Board members (other than Board members appointed by the Developer) shall be made by the Members and any Member may nominate himself or herself at any time up to and including at the meeting in which the election is to be held.

B. The Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, provide the Secretary of the Association with the names of the Directors that the Developer is appointing to the Board.

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

D. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or if the Board shall so elect, 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 Class A Members, (ii) list the names of those nominated for each vacancy, and (iii) list the names of those appointed to the Board by the Developer. Each Member may cast the number of votes to which such Member is entitled as provided in the Articles of Incorporation.

E. A quorum must be present at a meeting of members in order for an election of members of the Board to be valid and binding. If the election is conducted by mail, then a sufficient number of ballots to represent a quorum must be received by the Association on or before the date established by the Board for receipt of ballots. If voting is by mail and in person, the number of Members present and those voting via mail must represent a quorum.

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

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the Members.

2. To appoint and remove at its discretion 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 necessary. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

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

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

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

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

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

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

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

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

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

3. With reference to assessments of the Association:

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

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

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

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held quarterly, the date and time for Board Meetings shall be determined by the Board. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, upon three (3) days prior notice to each Director shall be required.

C. Meetings of the Board of Directors shall be open to the Members. Notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, or mailed to the Membership in accordance with the statute, 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 a statement of the nature of such assessments.

D. The transaction of any business at any meeting of the Board, 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(s) 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 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 specific purpose all of the names of the Members of the Association together with their addresses as registered by such members.

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

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

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

IX. COMMITTEES.

A. Initially the only standing committee of the Association shall be the Architectural Review Board. The Architectural Review Board shall have the duties, authorized and functions as described in the Declaration and as elsewhere described in these Bylaws.

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

X. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours be subject to inspection by any Member. The Association shall at all times maintain the Declaration, Articles of Incorporation, these Bylaws, and any architectural criteria or rules and regulations, and all amendments thereto as a part of its official records. The Association shall retain the minutes of all meetings of the Members

and the Board of Directors and all of its budgets and financial records and reports for not less than seven (7) years.

XI. MEETINGS OF MEMBERS.

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

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

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally, by sending a copy of the notice through the mail, postage fully prepaid, to his or her address appearing on the books of the Association or via e-mail at the e-mail address appearing on the books of the Association. Each Member shall be responsible for registering his or her address and telephone number with the Secretary and notice of the meeting shall be mailed to him or her at such address. Notice of the annual meeting of the Members shall be delivered at least forty-five (45) days in advance. Notice of any other meeting, regular or special, shall be mailed at least thirty (30) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding not less than 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 limited or general proxy.

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

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

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: HOLLY FOREST HOMEOWNERS ASSOCIATION, INC., not for profit, 2020.

XIV. AMENDMENTS.

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

COPY

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 HOLLY FOREST HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit effective the 27th day of May, 2020.

EXHIBIT D

Common Area (Shown in Plat)

COPY

EXHIBIT E

Design Guidelines

COPY

Inst # BK: 100 PG: 48,Filed & Recorded: 2/25/2020 8:28 AM
Brandon Patty, Clerk of the Circuit Court St. Johns COUNTY Fl

SEE SHEET 2 FOR NOTES

HOLLY FOREST

(SILVERLEAF – PARCEL 3)

BEING A PORTION OF SECTION 30, TOGETHER WITH A PORTION OF SECTION 41 OF THE WILLIAM HARVEY GRANT, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

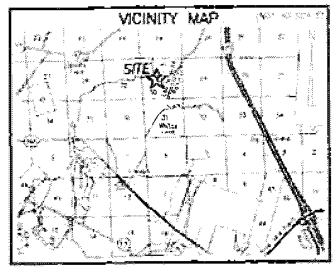
CAPTION

A portion of Section 30, together with a portion of Section 41 of the William Harvey Grant, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

[illegible] ... to the point of tangency of said curve; thence South 07°41'54" East, 545.18 feet; ... thence South 05°6'13" East, departing said Easterly line ... a distance of 202.79 feet to the Point of Beginning.

From said Point of Beginning ... [illegible] ... as depicted on ... Public Records ... of curvature of ... [illegible]

Containing 116.91 acres, more or less.



CERTIFICATE OF APPROVAL AND ACCEPTANCE BOARD OF COUNTY COMMISSIONERS

This is to certify that this plat of Holly Forest has been approved and accepted by the Board of County Commissioners of St. Johns County, Florida on this 18 day of Feb, 2020. this acceptance shall not be deemed as requiring construction or maintenance by St. Johns County of any part of said subdivision.

Chair, Board of County Commissioners

CERTIFICATE OF APPROVAL- GROWTH MANAGEMENT DEPARTMENT

This is to certify that this plat of Holly Forest has been examined and approved by the County Growth Management Department for St. Johns County, Florida, on this 18 day of February, 2020.

Director of the Growth Management Department

CERTIFICATE OF REVIEW-COUNTY ATTORNEY

This is to certify that this plat of Holly Forest has been examined and reviewed by the Office of the St. Johns County Attorney on this 19 day of February, 2020.

Office of the County Attorney

SURVEYOR'S CERTIFICATE

[illegible]

... 10th day of FEBRUARY, 2020

Professional Surveyor and Mapper, State of Florida Registered Surveyor No. [illegible]

ADOPTION AND DEDICATION

This is to certify that [illegible] ... a Florida limited liability company ... true and correct plat of said lands.

The road rights of ways shown in this plat are hereby irrevocably dedicated to the County of St. Johns, its successors and assigns, in perpetuity for maintenance of the rights of way, access, and drainage improvements which are now or hereafter constructed thereon.

The drainage easements as shown on this plat ... [illegible] ... thereof under the plat.

[illegible]

... operation of electrical service.

CERTIFICATE OF CLERK

[illegible] ... February, 2020

Clerk of the Circuit Court

CERTIFICATE OF PLAT REVIEW

[illegible] ... Chapter 177, Florida Statutes ... this 10th day of February, 2020

Gail Oliver, P.S.M., County Surveyor
Professional Surveyor and Mapper
State of Florida Registered Surveyor No. [illegible]

ADOPTION AND DEDICATION (continued)

Those easements designated as "[illegible] Utility Easements" are hereby irrevocably dedicated to Florida Power & Light Company, its successors and assigns, for its non-exclusive use in connection with providing its underground electrical system [illegible] associated with water and muse [illegible]

[illegible] ... Public Service Commission.

Those easements designated as "JEA Utility Easements" are hereby irrevocably and without reservation dedicated to JEA, its successors and assigns, for their non exclusive use.

Tract "A" (Pump Station Tract) is hereby irrevocably and without reservation dedicated in fee simple title to JEA, its successors and assigns.

[illegible]

Owners hereby [illegible] to JEA, its successors and assigns, a non-exclusive easement on, upon, over, and under Tract "B" (Greenway Buffer Tract), for electrical, water, sewer, access and other public utilities in connection with JEA's use of Tract "A" (Pump Station Tract).

[illegible]

Those easements designated as "AT&T Easements" are hereby irrevocably dedicated to American Telephone and Telegraph Company, its successors and assigns, for their exclusive use. Those easements designated as "AT&T Access Easement" are hereby irrevocably dedicated to American Telephone and Telegraph Company, its successors and assigns, for their non-exclusive use.

In witness whereof, the undersigned Owners have caused this plat and dedication to be executed by its duly elected officers, acting by and with the authority of its board of directors.

OWNER: [illegible] FLORIDA 37, LLC, a [illegible] limited liability company

By: [illegible]

Witness:
Jennifer [illegible]
Printed Name
Witness:
Jennie Lawson
Printed Name

STATE OF Illinois, COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [...] online notarization this 3 day of February, 2020 by Richard A. [illegible] ... [illegible]

Notary Public, State of [illegible]
CHRISTINE ROCHELLE KOUTOGIANNIS
Printed Name
My Commission expires 4/21/20
Commission Number FF[illegible]

OWNER: DREAM FINDERS HOMES, LLC, a Florida limited liability company

By: [illegible]
Vice President

Witness:
Chad Simpson
Printed Name
Witness:
Linda L. Richardson
Printed Name

STATE OF Florida, COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of [X] physical presence or [...] online notarization this 7 day of February, 2020 by Butey C. McGraw, Vice President of Dream Finders Homes, LLC, a Florida limited liability company, on behalf of the company, who [X] is personally known to me or [...] has produced ... as identification.

Notary Public, State of Florida
Linda Jayne Richardson
Printed Name
My Commission expires [illegible] 2021
Commission number GG[illegible]

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

COPY

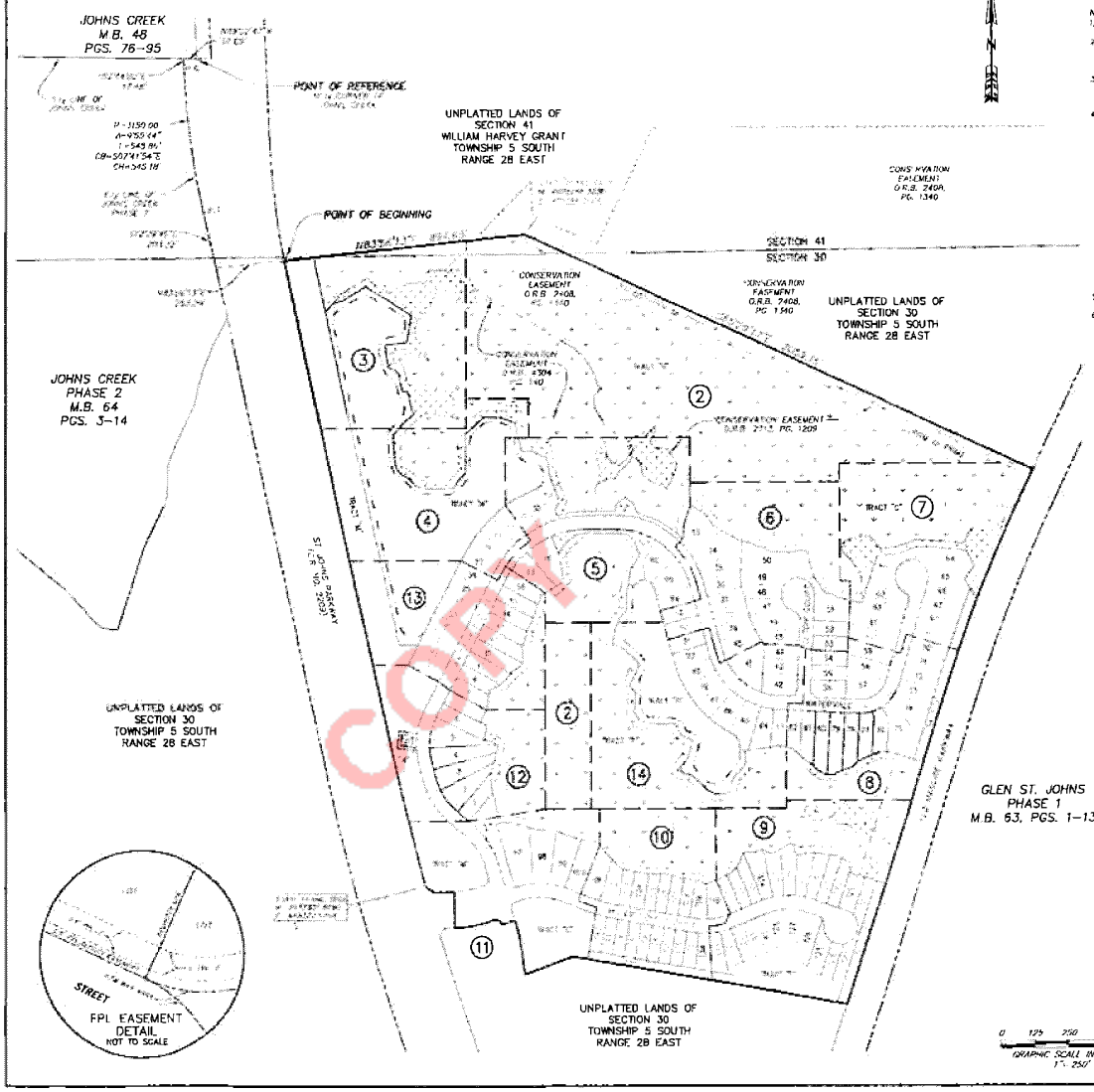
HOLLY FOREST

(SILVERLEAF – PARCEL 3)

BEING A PORTION OF SECTION 30, TOGETHER WITH A PORTION OF SECTION 41 OF THE WILLIAM HARVEY GRANT, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 100 PAGE 49

SHEET 2 OF 14 SHEETS



NOTES

1) Bearings shown are referenced to the State Plane coordinates as indicated hereon and are based on the Southerly line of Johns Creek as being North 89°22'47" West.
2) Coordinates based on GPS observation of the following National Geodetic Survey Control Station "KREG" (Jacksonville 2) coordinates: N 2182506.373 E 493862.930 Coordinate Datum: State Plane values reference Florida East Zone, North American Datum 1983 (2011) and are in U.S. survey feet.
3) NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of this county.
4) Tracts "C" and "P" are subject to a conservation easement pursuant to Section 704.06, Florida Statutes in favor of the St. Johns River Water Management District. Any activity in or use of the conservation easement area inconsistent with the purpose of the conservation easement is prohibited. The conservation easement expressly prohibits the following activities and uses:
   (a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
   (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
   (c) Removing, destroying or trimming trees, shrubs, or other vegetation.
   (d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
   (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
   (f) Activities detrimental to drainage, flood control, water conservation, erosion control, and conservation, or fish and wildlife habitat preservation.
   (g) Acts or uses detrimental to such retention of land or water areas.
   (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.
5) Upland buffers adjacent to wetlands are to remain natural, vegetative, and undisturbed and represent a 25 foot averaged width, but not less than 10 feet.
6) Section lines and quarter section lines depicted hereon are graphic representations only and do not reflect field measure unless otherwise noted.

LEGEND

⊔	DENOTES SET P.R.M., 4"x4" C.M. STAMPED L.B. 3824, UNLESS OTHERWISE NOTED
■	DENOTES FOUND P.R.M., 4"x4" C.M. STAMPED L.B. 3824, UNLESS OTHERWISE NOTED
▪	DENOTES P.C.P., STAMPED L.B. 3824, UNLESS OTHERWISE NOTED
P.R.M.	PERMANENT REFERENCE MONUMENT
C.M.	CONCRETE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
L.B.	LICENSED BUSINESS
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
(NR)	NON RADIAL
CT	TABULATED CURVE DATA
LT	TABULATED LINE DATA
R/W	RIGHT OF WAY
C/L	CENTERLINE
M.B.	MAP BOOK
PG	PAGE
O.R.B.	OFFICIAL RECORDS BOOK
FPL	FLORIDA POWER & LIGHT
ESMT.	EASEMENT
AT&T	AMERICAN TELEPHONE AND TELEGRAPH COMPANY
NAVD	NORTH AMERICAN VERTICAL DATUM
⊕	SHEET REFERENCE NUMBER
	DENOTES UPLANDS WITHIN CONSERVATION EASEMENT
	DENOTES WETLANDS WITHIN CONSERVATION EASEMENT

PREPARED BY:
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HOLLY FOREST

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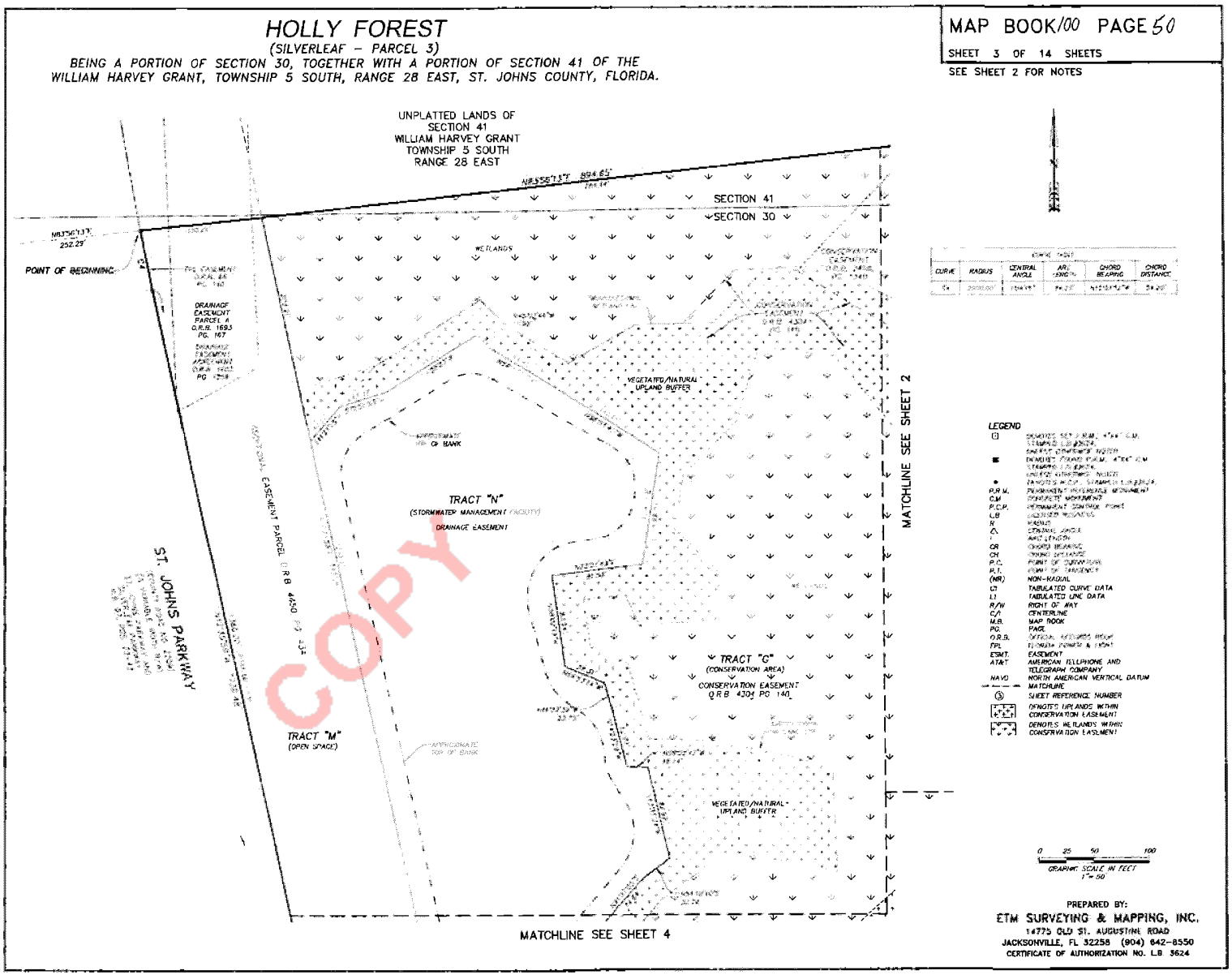
BEING A PORTION OF SECTION 30, TOGETHER WITH A PORTION OF SECTION 41 OF THE WILLIAM HARVEY GRANT, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 100 PAGE 50

SHEET 3 OF 14 SHEETS

SEE SHEET 2 FOR NOTES



CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	2050.00'	1°04'19"	38.35'	N77°53'47"W	38.35'

LEGEND

○	SET 5/8" IRON ROD & CAP "ETM LB 3624" (UNLESS OTHERWISE NOTED)
■	FOUND 5/8" IRON ROD & CAP "ETM LB 3624" (UNLESS OTHERWISE NOTED)
•	FOUND 4"x4" CONCRETE MONUMENT (UNLESS OTHERWISE NOTED)
P.R.M.	PERMANENT REFERENCE MONUMENT
C.M.	CONCRETE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
L.B.	LICENSED BUSINESS
N	NORTH
Δ	CENTRAL ANGLE
R	RADIUS
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
(NR)	NON-RADIAL
CT	TABULATED CURVE DATA
LT	TABULATED LINE DATA
R/W	RIGHT OF WAY
C/L	CENTERLINE
M.B.	MAP BOOK
PG.	PAGE
O.R.B.	OFFICIAL RECORDS BOOK
FPL	FLORIDA POWER & LIGHT
ESMT.	EASEMENT
AT&T	AMERICAN TELEPHONE AND TELEGRAPH COMPANY
NAVD	NORTH AMERICAN VERTICAL DATUM
— — —	MATCHLINE
Ⓢ	SHEET REFERENCE NUMBER
	DENOTES UPLANDS WITHIN CONSERVATION EASEMENT
	DENOTES WETLANDS WITHIN CONSERVATION EASEMENT

0 25 50 100

GRAPHIC SCALE IN FEET
1" = 50'

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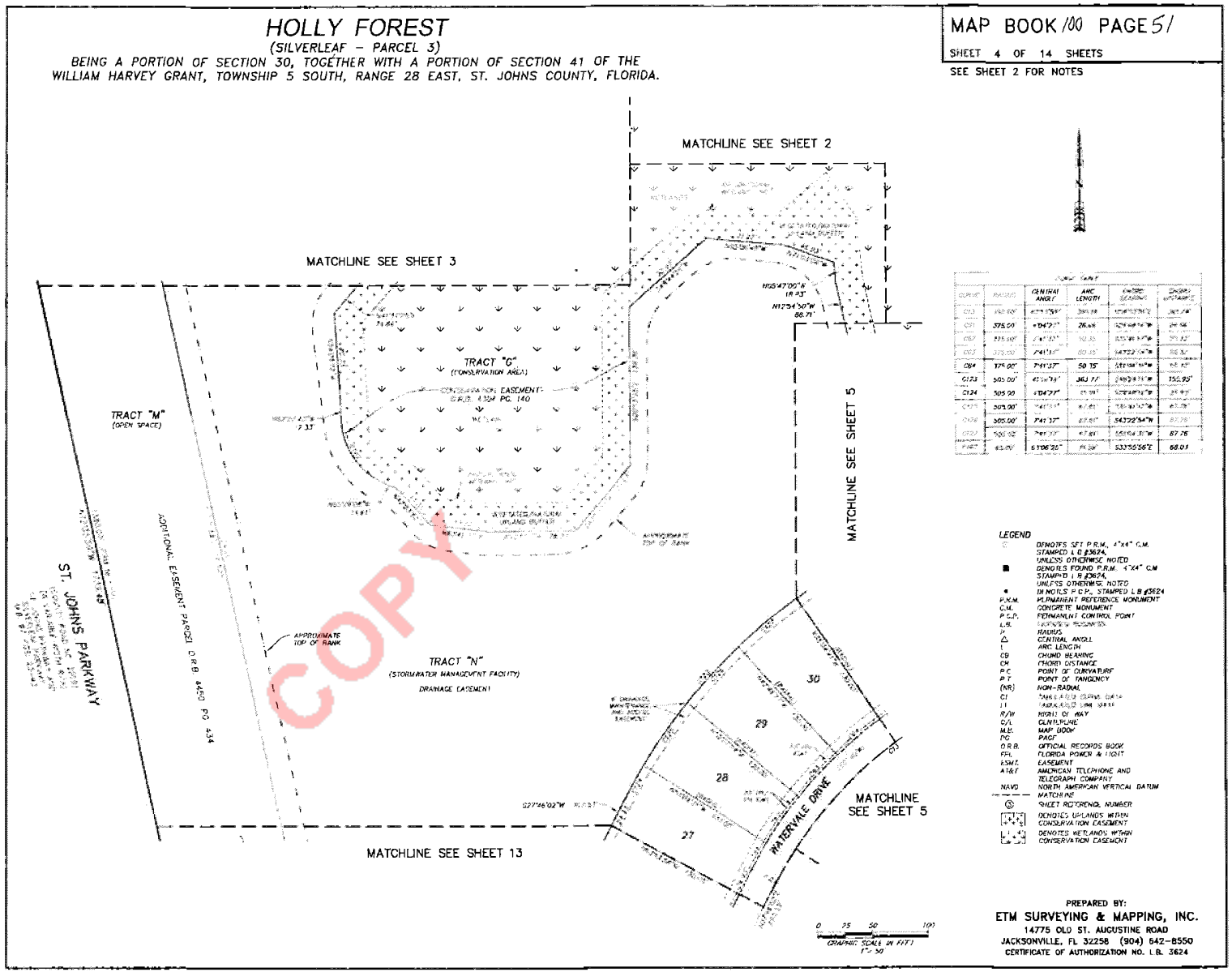
MAP BOOK 100 PAGE 51

SHEET 4 OF 14 SHEETS

SEE SHEET 2 FOR NOTES



CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C123	525.00'	4°11'58"	38.48	S74°48'59"E	38.47'
C21	375.00'	4°04'27"	26.68	S76°48'43"E	26.68'
C82	525.00'	2°47'32"	25.55	S75°26'47"E	25.55'
C83	375.00'	7°41'37"	50.35	S72°22'04"E	50.31'
C84	375.00'	7°41'37"	50.35'	S64°40'26"E	50.31'
C125	525.00'	4°11'58"	38.47	S68°24'51"E	38.47'
C124	525.00'	4°04'27"	37.33'	S72°22'04"E	37.32'
C126	375.00'	7°41'37"	50.35'	S72°22'04"E	50.31'
C127	525.00'	7°41'37"	70.51'	S64°40'26"E	70.46'
C128	65.00'	6°06'20"	6.93'	S33°55'56"E	6.93'

LEGEND

○	DENOTES SET P.R.M., 4"X4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED
■	DENOTES FOUND P.R.M., 4"X4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED
●	DENOTES P.C.P., STAMPED L.B.#3624
P.R.M.	PERMANENT REFERENCE MONUMENT
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P.C.P.	PERMANENT CONTROL POINT
L.B.	LICENSED BUSINESS
℄	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
(NR)	NON-RADIAL
CI	CALCULATED (SEE NOTE 4)
II	MEASURED (SEE NOTE 4)
R/W	RIGHT OF WAY
C/L	CENTERLINE
M.B.	MAP BOOK
PG.	PAGE
O.R.B.	OFFICIAL RECORDS BOOK
FPL	FLORIDA POWER & LIGHT
ESMT.	EASEMENT
AT&T	AMERICAN TELEPHONE AND TELEGRAPH COMPANY
NAVD	NORTH AMERICAN VERTICAL DATUM
	MATCHLINE
⑤	SHEET REFERENCE NUMBER
	DENOTES UPLANDS WITHIN CONSERVATION EASEMENT
	DENOTES WETLANDS WITHIN CONSERVATION EASEMENT

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

COPY

BK: 4954 PG: 1944

HOLLY FOREST

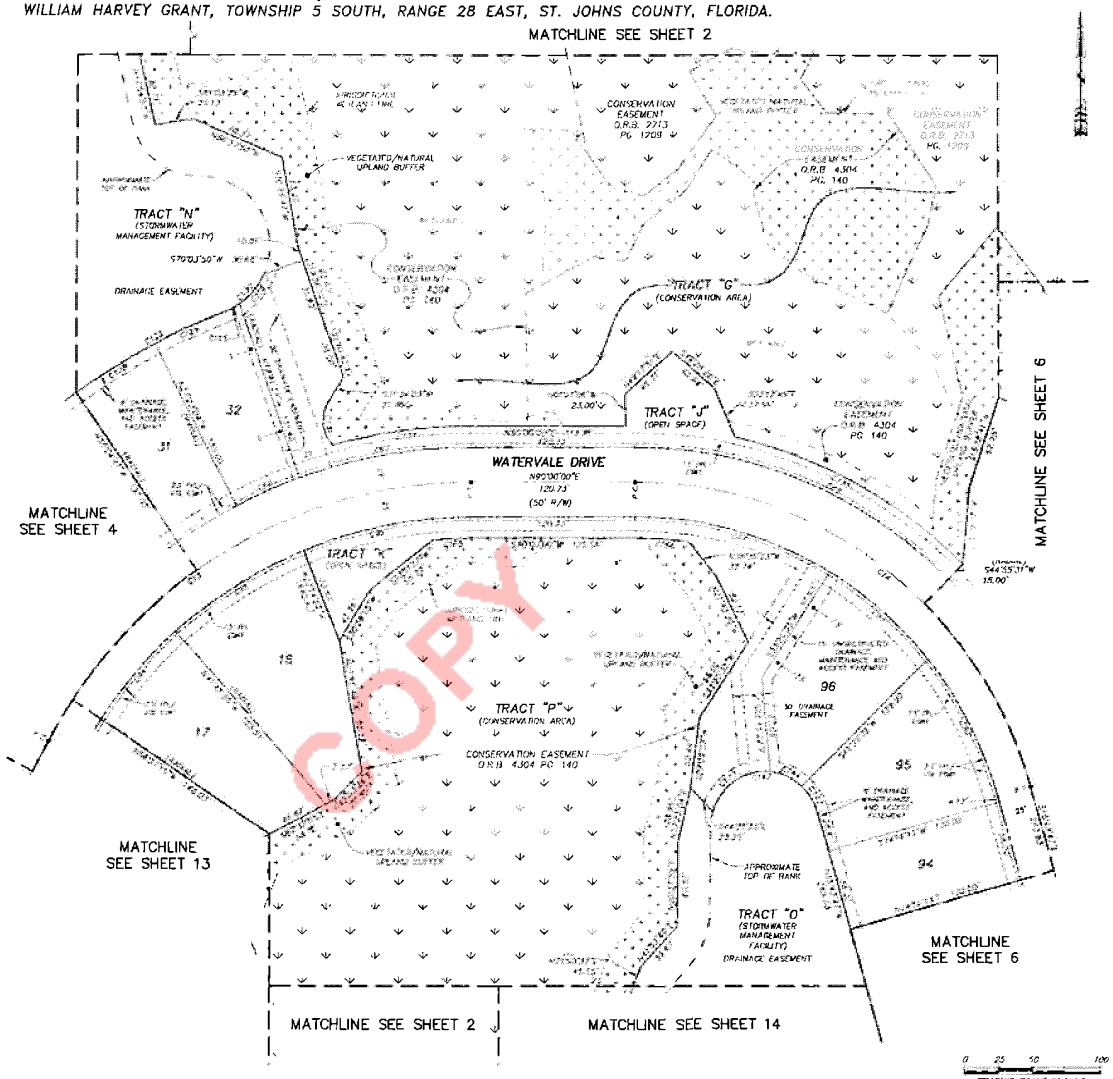
(SILVERLEAF – PARCEL 3)

BEING A PORTION OF SECTION 30, TOGETHER WITH A PORTION OF SECTION 41 OF THE WILLIAM HARVEY GRANT, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 100 PAGE 52

SHEET 5 OF 14 SHEETS

SEE SHEET 2 FOR NOTES



COPY

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	355.00'	60°13'26"	373.00'	S30°06'43"W	356.14'
C2	300.00'	74°10'37"	388.46'	S33°55'05"E	361.73'
C3	375.00'	74°10'37"	485.45'	S33°55'05"E	451.92'
C4	325.00'	74°10'37"	420.81'	S33°55'05"E	391.77'
C5	275.00'	74°10'37"	356.08'	S33°55'05"E	331.62'
C6	325.00'	60°13'26"	341.66'	S30°06'43"W	326.14'
C7	375.00'	60°13'26"	394.06'	S30°06'43"W	376.14'
C8	325.00'	60°13'26"	341.66'	S30°06'43"W	326.14'
C9	275.00'	60°13'26"	289.06'	S30°06'43"W	275.89'
C10	325.00'	74°10'37"	420.81'	S33°55'05"E	391.77'
C11	275.00'	74°10'37"	356.08'	S33°55'05"E	331.62'
C12	325.00'	74°10'37"	420.81'	S33°55'05"E	391.77'
C13	275.00'	74°10'37"	356.08'	S33°55'05"E	331.62'
C14	325.00'	60°13'26"	341.66'	S30°06'43"W	326.14'
C15	50.00'	122°26'52"	106.85'	S29°06'43"W	87.60'
C16	50.00'	29°46'26"	25.98'	S75°53'30"E	25.68'
C17	325.00'	74°10'37"	420.81'	S33°55'05"E	391.77'
C18	275.00'	74°10'37"	356.08'	S33°55'05"E	331.62'
C19	325.00'	60°13'26"	341.66'	S30°06'43"W	326.14'
C20	50.00'	29°46'26"	25.98'	S75°53'30"E	25.68'
C21	50.00'	29°46'26"	25.98'	S75°53'30"E	25.68'
C22	325.00'	74°10'37"	420.81'	S33°55'05"E	391.77'
C23	275.00'	74°10'37"	356.08'	S33°55'05"E	331.62'
C24	325.00'	60°13'26"	341.66'	S30°06'43"W	326.14'
C25	50.00'	29°46'26"	25.98'	S75°53'30"E	25.68'
C26	50.00'	29°46'26"	25.98'	S75°53'30"E	25.68'
C27	325.00'	74°10'37"	420.81'	S33°55'05"E	391.77'
C28	275.00'	74°10'37"	356.08'	S33°55'05"E	331.62'
C29	325.00'	60°13'26"	341.66'	S30°06'43"W	326.14'
C30	50.00'	29°46'26"	25.98'	S75°53'30"E	25.68'
C31	50.00'	29°46'26"	25.98'	S75°53'30"E	25.68'
C32	325.00'	74°10'37"	420.81'	S33°55'05"E	391.77'
C33	275.00'	74°10'37"	356.08'	S33°55'05"E	331.62'
C34	325.00'	60°13'26"	341.66'	S30°06'43"W	326.14'
C35	540.00'	12°34'49"	118.55'	N84°05'23"W	118.31'
C36	410.00'	14°28'12"	103.54'	N83°21'06"W	103.27'
C37	45.00'	90°00'00"	70.69'	S45°00'00"W	63.64'
C38	45.00'	29°46'26"	23.38'	S75°53'30"E	23.11'
C39	310.00'	5°00'00"	27.09'	S87°30'00"W	27.08'
C40	355.00'	5°00'00"	31.01'	S87°30'00"W	30.99'
C41	45.00'	78°43'49"	61.83'	S50°38'05"W	57.09'

LEGEND

○	SET 5/8" REBAR, "PRM" C.M. STAMPED LB 3624
●	FOUND CONCRETE MONUMENT
◆	FOUND 5/8" REBAR, "PRM" C.M. STAMPED LB 3624
P.R.M.	PERMANENT REFERENCE MONUMENT
C.M.	CONCRETE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
L.B.	LICENSED BUSINESS
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
(NR)	NON-RADIAL
CT	TANGENTIAL CHORD DATA
TJ	TABULATED LINE DATA
R/W	RIGHT OF WAY
C/L	CENTERLINE
M.B.	MAP BOOK
PG.	PAGE
O.R.B.	OFFICIAL RECORDS BOOK
FPL	FLORIDA POWER & LIGHT
ESMT.	EASEMENT
AT&T	AMERICAN TELEPHONE AND TELEGRAPH COMPANY
NAVD	NORTH AMERICAN VERTICAL DATUM
— — —	MATCHLINE
③	SHEET REFERENCE NUMBER
	DENOTES UPLANDS WITHIN CONSERVATION EASEMENT
	DENOTES WETLANDS WITHIN CONSERVATION EASEMENT

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

HOLLY FOREST

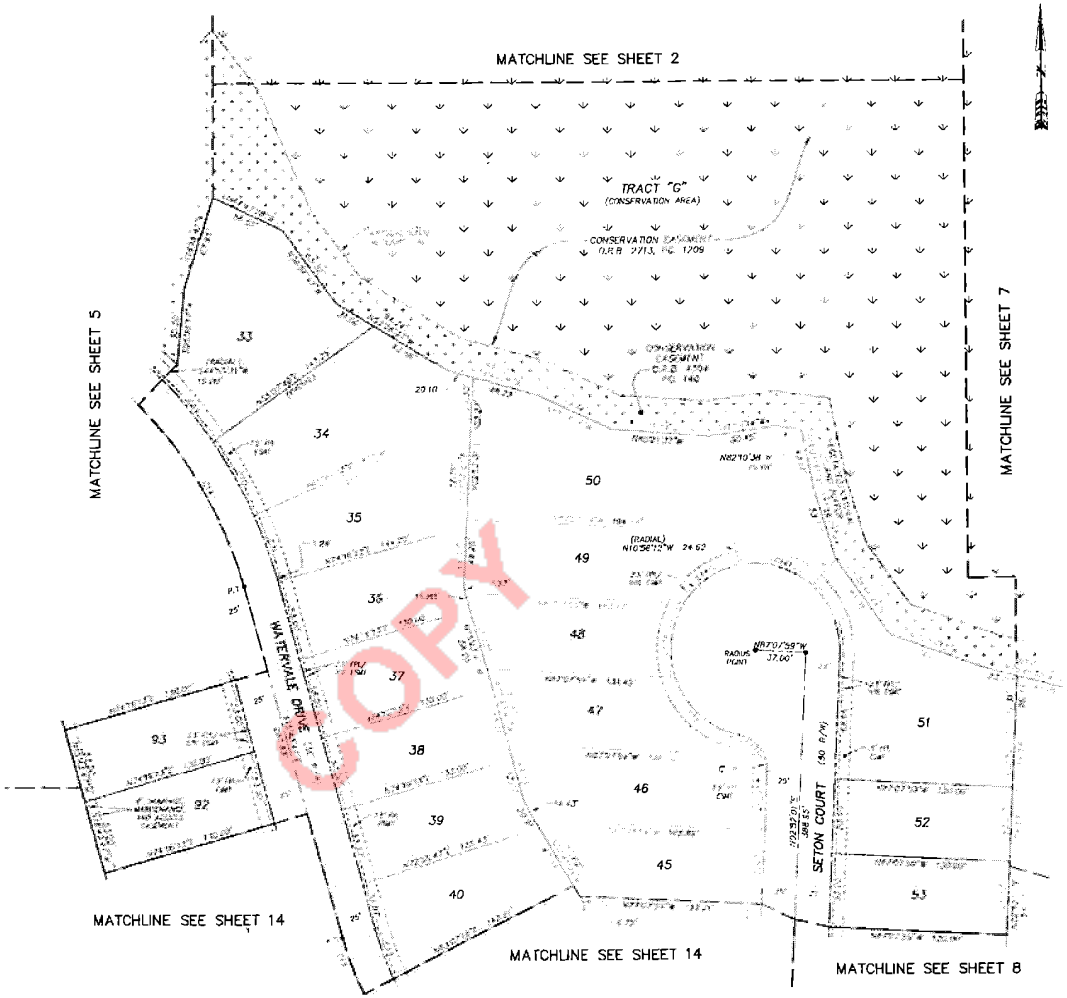
(SILVERLEAF – PARCEL 3)

BEING A PORTION OF SECTION 30, TOGETHER WITH A PORTION OF SECTION 41 OF THE WILLIAM HARVEY GRANT, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 100 PAGE 53

SHEET 6 OF 14 SHEETS

SEE SHEET 2 FOR NOTES



COPY

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C138	42.00'	65.44'29"	S74°35'38"E	62.62'
C139	60.00'	50°47'35"	N74°35'38"W	51.38'
C140	42.00'	46.04'(M)	S58°51'49"W	43.52'
C141	62.00'	57.34'	N74°06'23"W	55.29'

LINE TABLE		
L68	N62°10'34"E	50.00'
L9	N62°10'34"E	25.00'

LEGEND

○	DENOTES SET P.R.M., 4"X4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED
■	DENOTES FOUND P.R.M., 4"X4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED
•	DENOTES P.C.P. STAMPED L.B.#3624
P.R.M.	PERMANENT REFERENCE MONUMENT
C.M.	CONCRETE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
L.B.	LICENSED BUSINESS
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
(NR)	NON-RADIAL
CT	TABULATED CURVE DATA
LT	TABULATED LINE DATA
R/W	RIGHT OF WAY
C/L	CENTERLINE
M.B.	MAP BOOK
PG.	PAGE
O.R.B.	OFFICIAL RECORDS BOOK
FPL	FLORIDA POWER & LIGHT
ESMT	EASEMENT
AT&T	AMERICAN TELEPHONE AND TELEGRAPH COMPANY
NAVD	NORTH AMERICAN VERTICAL DATUM
(3)	SHEET REFERENCE NUMBER
	DENOTES UPLANDS WITHIN CONSERVATION EASEMENT
	DENOTES WETLANDS WITHIN CONSERVATION EASEMENT

GRAPHIC SCALE IN FEET 1" = 50'

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

HOLLY FOREST

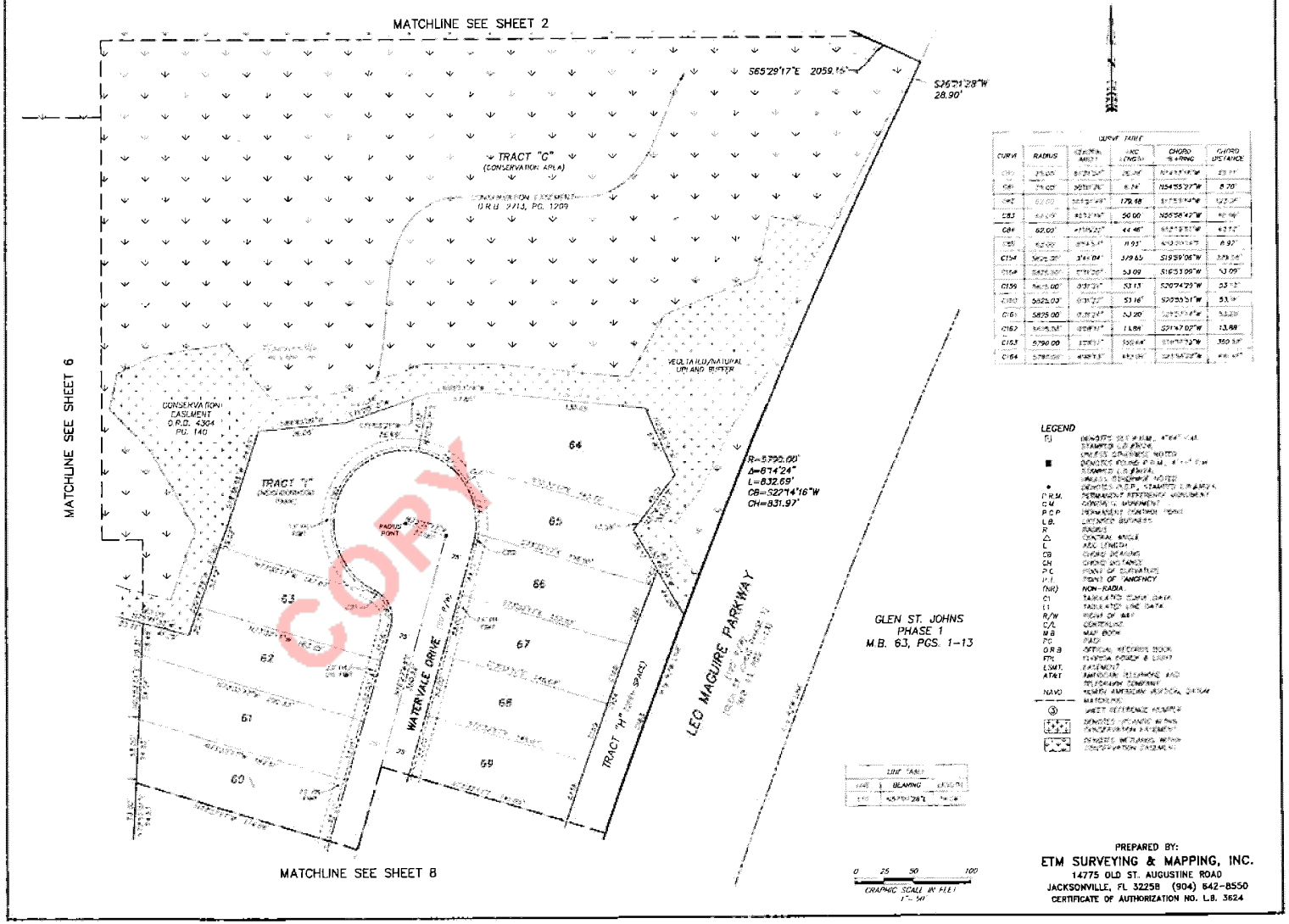
(SILVERLEAF – PARCEL 3)

BEING A PORTION OF SECTION 30, TOGETHER WITH A PORTION OF SECTION 41 OF THE WILLIAM HARVEY GRANT, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 100 PAGE 54

SHEET 7 OF 14 SHEETS

SEE SHEET 2 FOR NOTES



CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C82	275.00'	5°29'34"	26.36'	S24°43'16"W	26.35'
C83	275.00'	2°00'38"	9.65'	N24°55'27"W	9.70'
C84	62.00'	163°12'49"	176.68'	S17°53'42"W	122.24'
C85	62.00'	83°12'49"	90.00'	N58°58'42"W	82.26'
C86	62.00'	41°35'22"	44.98'	S23°43'53"W	43.99'
C87	62.00'	9°43'47"	11.93'	S48°30'06"E	11.92'
C154	5675.00'	3°44'04"	369.65'	S19°59'06"W	369.58'
C155	5675.00'	0°53'09"	53.09'	S16°53'09"W	53.09'
C156	5675.00'	0°53'09"	53.09'	S15°59'59"W	53.09'
C157	5675.00'	0°53'09"	53.13'	S15°07'29"W	53.13'
C158	5625.00'	0°53'09"	53.16'	S15°53'51"W	53.16'
C159	5625.00'	0°53'09"	53.20'	S16°47'00"W	53.20'
C160	5625.00'	0°08'07"	13.68'	S21°47'07"W	13.68'
C161	5790.00'	3°43'03"	350.98'	S19°57'32"W	350.93'
C162	5790.00'	4°31'21"	457.71'	S15°55'22"W	457.60'

LINE TABLE

LINE	BEARING	LENGTH
L10	S26°31'28"W	28.90'

LEGEND

⊡	SET 5/8" IRON ROD, 18" LONG, WITH CAP STAMPED LB #3624 UNLESS OTHERWISE NOTED
■	CONCRETE MONUMENT (C.M.) SET, STAMPED LB #3624, UNLESS OTHERWISE NOTED
•	SET 5/8" I.R. & C.P., STAMPED LB #3624
P.R.M.	PERMANENT REFERENCE MONUMENT
C.M.	CONCRETE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
L.B.	LICENSED BUSINESS
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
(NR)	NON-RADIAL
C1	TABULATED CURVE DATA
L1	TABULATED LINE DATA
R/W	RIGHT OF WAY
C/L	CENTERLINE
M.B.	MAP BOOK
PG.	PAGE
O.R.B.	OFFICIAL RECORDS BOOK
FPL	FLORIDA POWER & LIGHT
L.M.E.	LAKE MAINTENANCE EASEMENT
AT&T	AMERICAN TELEPHONE AND TELEGRAPH COMPANY
NAVD	NORTH AMERICAN VERTICAL DATUM OF 1988
	MATCHLINE
⑥	SHEET REFERENCE NUMBER
	DENOTES CONSERVATION EASEMENT
	DENOTES VEGETATED/NATURAL UPLAND BUFFER

0 25 50 100

GRAPHIC SCALE IN FEET 1" = 50'

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

HOLLY FOREST

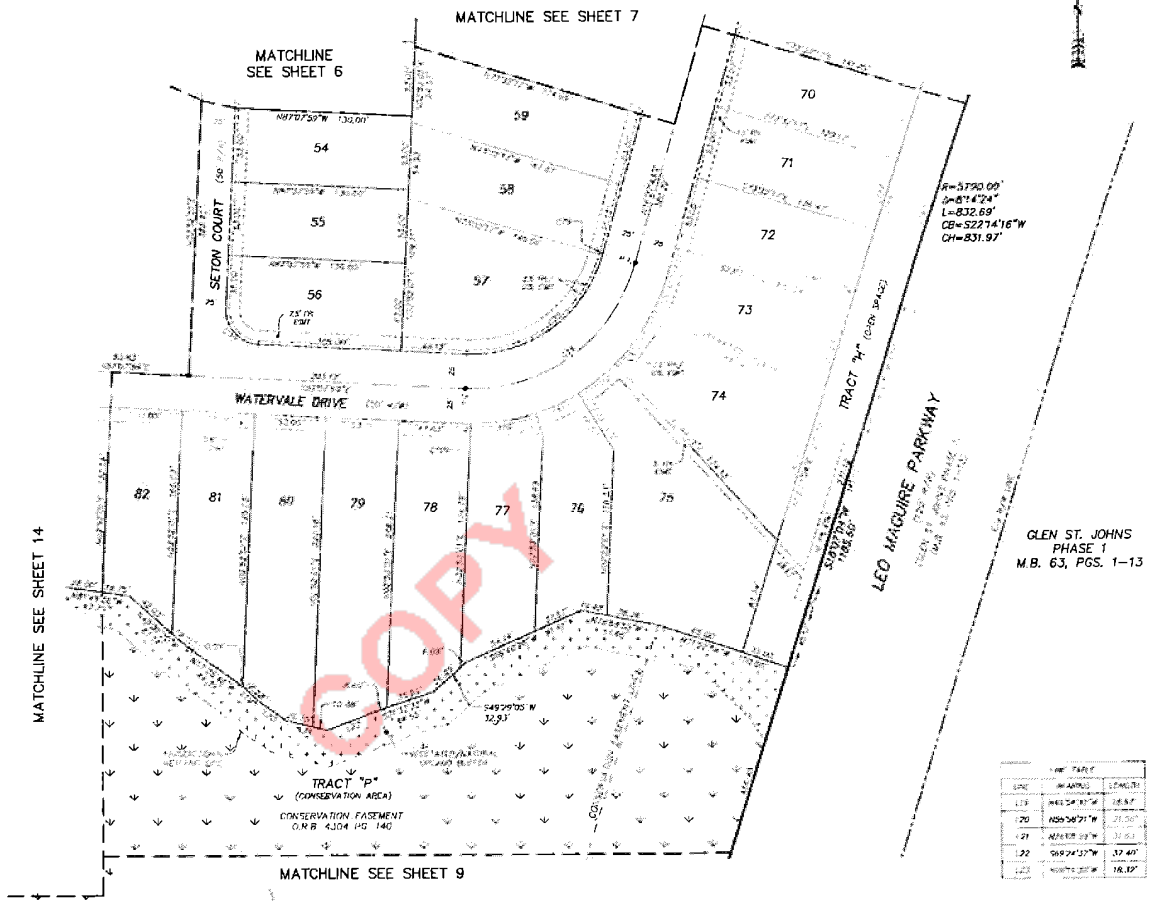
(SILVERLEAF – PARCEL 3)

BEING A PORTION OF SECTION 30, TOGETHER WITH A PORTION OF SECTION 41 OF THE WILLIAM HARVEY GRANT, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 100 PAGE 55

SHEET 8 OF 14 SHEETS

SEE SHEET 2 FOR NOTES



COPY

		CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C78	5790.00'	1°39'54"	168.44'	S54°39'30"E	168.41'
C79	25.00'	90°00'00"	39.27'	N82°30'39"E	35.36'
C80	1410.00'	3°04'54"	75.78'	S51°17'39"E	75.77'
C79	1390.00'	1°44'24"	42.21'	S50°54'51"E	42.21'
C160	25.00'	90°00'00"	39.27'	S37°29'21"E	35.36'
C161	1390.00'	2°52'36"	69.68'	S51°42'39"E	69.67'
C81	1410.00'	1°44'24"	42.78'	S50°54'51"E	42.78'
C162	1390.00'	4°37'48"	112.26'	S52°39'57"E	112.23'
C163	1390.00'	2°46'48"	67.50'	S54°33'51"E	67.49'
C164	25.00'	90°48'04"	39.62'	N37°23'41"E	35.60'
C154	5829.00'	1°24'04"	142.56'	S54°39'48"E	142.55'
C155	5870.00'	1°24'04"	143.58'	S54°39'48"E	143.57'
C156	1410.00'	2°31'36"	62.15'	S53°30'09"E	62.15'
C157	5825.00'	0°51'18"	86.90'	S53°03'48"E	86.90'
C163	5790.00'	2°46'51"	280.64'	S54°21'30"E	280.59'

LINE	BEARING	LENGTH
L19	N65°58'21"W	18.53'
L20	N59°58'21"W	21.50'
L21	N24°01'39"E	32.83'
L22	S69°24'37"W	32.40'
L23	N20°35'23"W	18.19'

LEGEND

15	DENOTES SET P.R.M., 4"X4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED
■	DENOTES FOUND P.R.M., 4"X4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED
•	DENOTES P.C.P., STAMPED L.B.#3624,
P.R.M.	PERMANENT REFERENCE MONUMENT
C.M.	CONCRETE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
L.B.	LICENSED BUSINESS
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
(NR)	NON-RADIAL
C1	TABULATED CURVE DATA
L1	TABULATED LINE DATA
R/W	RIGHT OF WAY
C/L	CENTERLINE
M.B.	MAP BOOK
PG.	PAGE
O.R.B.	OFFICIAL RECORDS BOOK
FPL	FLORIDA POWER & LIGHT
ESMT.	EASEMENT
AT&T	AMERICAN TELEPHONE AND TELEGRAPH COMPANY
NAVD	NORTH AMERICAN VERTICAL DATUM
	MATCHLINE
③	SHEET REFERENCE NUMBER
	DENOTES UPLANDS WITHIN CONSERVATION EASEMENT
	DENOTES WETLANDS WITHIN CONSERVATION EASEMENT

0 25 50 100

GRAPHIC SCALE IN FEET
1" = 50'

PREPARED BY:
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JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

HOLLY FOREST

(SILVERLEAF – PARCEL 3)

BEING A PORTION OF SECTION 30, TOGETHER WITH A PORTION OF SECTION 41 OF THE WILLIAM HARVEY GRANT, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 100 PAGE 56

SHEET 9 OF 14 SHEETS

SEE SHEET 2 FOR NOTES

MATCHLINE SEE SHEET 8

MATCHLINE SEE SHEET 14

MATCHLINE SEE SHEET 10

TRACT "P" (CONSERVATION AREA; CONSERVATION EASEMENT O.R.B. 4304, PG. 140)

HOLLY FOREST DRIVE (50' R/W)

LEO MAGUIRE PARKWAY

TRACT "F" (STORMWATER MANAGEMENT FACILITY)

TRACT "O"

TRACT "G"

111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133

S89°05'11"W 1079.85'

UNPLATTED LANDS OF SECTION 30 TOWNSHIP 5 SOUTH, RANGE 28 EAST

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	25.00'	120°00'38"	52.36'	S29°56'18"E	43.62'
C2	25.00'	90°00'00"	39.27'	S44°54'24"W	35.36'
C3	175.00'	1°30'15"	4.59'	S45°09'32"W	4.59'
C4	225.00'	8°21'32"	32.82'	S41°03'39"W	32.79'
C5	175.00'	8°21'32"	25.54'	S41°03'39"W	25.52'
C6	225.00'	8°21'32"	32.82'	S41°03'39"W	32.79'
C7	175.00'	3°51'46"	11.80'	S37°16'46"W	11.80'
C8	63.00'	21°53'19"	24.07'	N53°56'18"W	23.92'
C9	40.00'	92°09'44"	64.34'	S45°05'54"W	57.63'
C10	40.00'	54°33'39"	38.10'	S26°38'23"E	36.67'
C11	40.00'	82°09'44"	57.35'	N45°05'54"W	52.54'
C12	40.00'	82°09'44"	57.35'	S37°03'50"W	52.54'
C13	40.00'	40°33'23"	28.32'	S24°38'14"E	27.73'
C14	25.00'	27°17'50"	11.91'	N14°07'08"W	11.80'
C15	25.00'	54°33'39"	23.81'	N26°38'23"W	22.92'
C16	375.00'	6°23'02"	41.80'	N48°44'25"W	41.78'
C17	225.00'	8°21'32"	32.82'	N49°03'50"E	32.79'
C18	225.00'	2°28'56"	9.74'	N44°55'41"E	9.74'
C19	225.00'	16°31'50"	64.90'	S76°01'41"W	64.68'
C20	175.00'	27°00'24"	82.47'	N84°20'07"W	81.71'
C21	225.00'	1°17'25"	5.07'	N72°51'38"W	5.07'
C22	50.00'	62°53'16"	54.88'	N31°08'01"W	52.16'
C23	50.00'	12°48'51"	11.18'	N64°32'34"W	11.16'
C24	50.00'	68°13'35"	59.53'	N25°49'23"W	56.06'
C25	50.00'	68°13'35"	59.53'	N42°24'12"E	56.06'
C26	50.00'	12°48'51"	11.18'	N77°40'26"E	11.16'
C27	225.00'	1°17'25"	5.07'	N73°42'04"E	5.07'
C28	225.00'	16°31'50"	64.90'	N76°01'41"E	64.68'
C29	225.00'	2°28'56"	9.74'	S44°55'41"W	9.74'
C30	225.00'	8°21'32"	32.82'	S49°03'50"W	32.79'
C31	175.00'	8°21'32"	25.54'	S41°03'39"W	25.52'
C32	225.00'	8°21'32"	32.82'	S41°03'39"W	32.79'
C33	175.00'	3°51'46"	11.80'	S37°16'46"W	11.80'
C34	63.00'	21°53'19"	24.07'	N53°56'18"W	23.92'
C35	40.00'	92°09'44"	64.34'	S45°05'54"W	57.63'
C36	40.00'	54°33'39"	38.10'	S26°38'23"E	36.67'
C37	40.00'	82°09'44"	57.35'	N45°05'54"W	52.54'
C38	40.00'	82°09'44"	57.35'	S37°03'50"W	52.54'
C39	40.00'	40°33'23"	28.32'	S24°38'14"E	27.73'
C40	25.00'	27°17'50"	11.91'	N14°07'08"W	11.80'
C41	25.00'	54°33'39"	23.81'	N26°38'23"W	22.92'
C42	375.00'	6°23'02"	41.80'	N48°44'25"W	41.78'
C43	225.00'	8°21'32"	32.82'	N49°03'50"E	32.79'
C44	225.00'	2°28'56"	9.74'	N44°55'41"E	9.74'
C45	225.00'	16°31'50"	64.90'	S76°01'41"W	64.68'
C46	175.00'	27°00'24"	82.47'	N84°20'07"W	81.71'
C47	225.00'	1°17'25"	5.07'	N72°51'38"W	5.07'
C48	50.00'	62°53'16"	54.88'	N31°08'01"W	52.16'
C49	50.00'	12°48'51"	11.18'	N64°32'34"W	11.16'
C50	50.00'	68°13'35"	59.53'	N25°49'23"W	56.06'
C51	50.00'	68°13'35"	59.53'	N42°24'12"E	56.06'
C52	50.00'	12°48'51"	11.18'	N77°40'26"E	11.16'
C53	225.00'	1°17'25"	5.07'	N73°42'04"E	5.07'
C54	225.00'	16°31'50"	64.90'	N76°01'41"E	64.68'
C55	225.00'	2°28'56"	9.74'	S44°55'41"W	9.74'
C56	225.00'	8°21'32"	32.82'	S49°03'50"W	32.79'
C57	175.00'	8°21'32"	25.54'	S41°03'39"W	25.52'
C58	225.00'	8°21'32"	32.82'	S41°03'39"W	32.79'
C59	175.00'	3°51'46"	11.80'	S37°16'46"W	11.80'
C60	63.00'	21°53'19"	24.07'	N53°56'18"W	23.92'
C61	40.00'	92°09'44"	64.34'	S45°05'54"W	57.63'
C62	40.00'	54°33'39"	38.10'	S26°38'23"E	36.67'
C63	40.00'	82°09'44"	57.35'	N45°05'54"W	52.54'
C64	40.00'	82°09'44"	57.35'	S37°03'50"W	52.54'
C65	40.00'	40°33'23"	28.32'	S24°38'14"E	27.73'
C66	25.00'	27°17'50"	11.91'	N14°07'08"W	11.80'
C67	25.00'	54°33'39"	23.81'	N26°38'23"W	22.92'
C68	375.00'	6°23'02"	41.80'	N48°44'25"W	41.78'
C69	225.00'	8°21'32"	32.82'	N49°03'50"E	32.79'
C70	225.00'	2°28'56"	9.74'	N44°55'41"E	9.74'
C71	225.00'	16°31'50"	64.90'	S76°01'41"W	64.68'
C72	175.00'	27°00'24"	82.47'	N84°20'07"W	81.71'
C73	225.00'	1°17'25"	5.07'	N72°51'38"W	5.07'
C74	50.00'	62°53'16"	54.88'	N31°08'01"W	52.16'
C75	50.00'	12°48'51"	11.18'	N64°32'34"W	11.16'
C76	50.00'	68°13'35"	59.53'	N25°49'23"W	56.06'
C77	50.00'	68°13'35"	59.53'	N42°24'12"E	56.06'
C78	50.00'	12°48'51"	11.18'	N77°40'26"E	11.16'
C79	225.00'	1°17'25"	5.07'	N73°42'04"E	5.07'
C80	225.00'	16°31'50"	64.90'	N76°01'41"E	64.68'
C81	225.00'	2°28'56"	9.74'	S44°55'41"W	9.74'
C82	225.00'	8°21'32"	32.82'	S49°03'50"W	32.79'
C83	175.00'	8°21'32"	25.54'	S41°03'39"W	25.52'
C84	225.00'	8°21'32"	32.82'	S41°03'39"W	32.79'
C85	175.00'	3°51'46"	11.80'	S37°16'46"W	11.80'
C86	63.00'	21°53'19"	24.07'	N53°56'18"W	23.92'
C87	40.00'	92°09'44"	64.34'	S45°05'54"W	57.63'
C88	40.00'	54°33'39"	38.10'	S26°38'23"E	36.67'
C89	40.00'	82°09'44"	57.35'	N45°05'54"W	52.54'
C90	40.00'	82°09'44"	57.35'	S37°03'50"W	52.54'
C91	40.00'	40°33'23"	28.32'	S24°38'14"E	27.73'
C92	25.00'	27°17'50"	11.91'	N14°07'08"W	11.80'
C93	25.00'	54°33'39"	23.81'	N26°38'23"W	22.92'
C94	375.00'	6°23'02"	41.80'	N48°44'25"W	41.78'
C95	225.00'	8°21'32"	32.82'	N49°03'50"E	32.79'
C96	225.00'	2°28'56"	9.74'	N44°55'41"E	9.74'
C97	225.00'	16°31'50"	64.90'	S76°01'41"W	64.68'
C98	175.00'	27°00'24"	82.47'	N84°20'07"W	81.71'
C99	225.00'	1°17'25"	5.07'	N72°51'38"W	5.07'
C100	50.00'	62°53'16"	54.88'	N31°08'01"W	52.16'
C101	50.00'	12°48'51"	11.18'	N64°32'34"W	11.16'
C102	50.00'	68°13'35"	59.53'	N25°49'23"W	56.06'
C103	50.00'	68°13'35"	59.53'	N42°24'12"E	56.06'
C104	50.00'	12°48'51"	11.18'	N77°40'26"E	11.16'
C105	225.00'	1°17'25"	5.07'	N73°42'04"E	5.07'
C106	225.00'	16°31'50"	64.90'	N76°01'41"E	64.68'
C107	225.00'	2°28'56"	9.74'	S44°55'41"W	9.74'
C108	225.00'	8°21'32"	32.82'	S49°03'50"W	32.79'
C109	175.00'	8°21'32"	25.54'	S41°03'39"W	25.52'
C110	225.00'	8°21'32"	32.82'	S41°03'39"W	32.79'
C111	175.00'	3°51'46"	11.80'	S37°16'46"W	11.80'
C112	63.00'	21°53'19"	24.07'	N53°56'18"W	23.92'
C113	40.00'	92°09'44"	64.34'	S45°05'54"W	57.63'
C114	40.00'	54°33'39"	38.10'	S26°38'23"E	36.67'
C115	40.00'	82°09'44"	57.35'	N45°05'54"W	52.54'
C116	40.00'	82°09'44"	57.35'	S37°03'50"W	52.54'
C117	40.00'	40°33'23"	28.32'	S24°38'14"E	27.73'
C118	25.00'	27°17'50"	11.91'	N14°07'08"W	11.80'
C119	25.00'	54°33'39"	23.81'	N26°38'23"W	22.92'
C120	375.00'	6°23'02"	41.80'	N48°44'25"W	41.78'
C121	225.00'	8°21'32"	32.82'	N49°03'50"E	32.79'
C122	225.00'	2°28'56"	9.74'	N44°55'41"E	9.74'
C123	225.00'	16°31'50"	64.90'	S76°01'41"W	64.68'
C124	175.00'	27°00'24"	82.47'	N84°20'07"W	81.71'
C125	225.00'	1°17'25"	5.07'	N72°51'38"W	5.07'
C126	50.00'	62°53'16"	54.88'	N31°08'01"W	52.16'
C127	50.00'	12°48'51"	11.18'	N64°32'34"W	11.16'
C128	50.00'	68°13'35"	59.53'	N25°49'23"W	56.06'
C129	50.00'	68°13'35"	59.53'	N42°24'12"E	56.06'
C130	50.00'	12°48'51"	11.18'	N77°40'26"E	11.16'
C131	225.00'	1°17'25"	5.07'	N73°42'04"E	5.07'
C132	225.00'	16°31'50"	64.90'	N76°01'41"E	64.68'
C133	225.00'	2°28'56"	9.74'	S44°55'41"W	9.74'
C134	225.00'	8°21'32"	32.82'	S49°03'50"W	32.79'
C135	175.00'	8°21'32"	25.54'	S41°03'39"W	25.52'
C136	225.00'	8°21'32"	32.82'	S41°03'39"W	32.79'
C137	175.00'	3°51'46"	11.80'	S37°16'46"W	11.80'
C138	63.00'	21°53'19"	24.07'	N53°56'18"W	23.92'
C139	40.00'	92°09'44"	64.34'	S45°05'54"W	57.63'
C140	40.00'	54°33'39"	38.10'	S26°38'23"E	36.67'
C141	40.00'	82°09'44"	57.35'	N45°05'54"W	52.54'
C142	40.00'	82°09'44"	57.35'	S37°03'50"W	52.54'
C143	40.00'	40°33'23"	28.32'	S24°38'14"E	27.73'
C144	25.00'	27°17'50"	11.91'	N14°07'08"W	11.80'
C145	25.00'	54°33'39"	23.81'	N26°38'23"W	22.92'
C146	375.00'	6°23'02"	41.80'	N48°44'25"W	41.78'
C147	225.00'	8°21'32"	32.82'	N49°03'50"E	32.79'
C148	225.00'	2°28'56"	9.74'	N44°55'41"E	9.74'
C149	225.00'	16°31'50"	64.90'	S76°01'41"W	64.68'
C150	175.00'	27°00'24"	82.47'	N84°20'07"W	81.71'
C151	225.00'	1°17'25"	5.07'	N72°51'38"W	5.07'
C152	50.00'	62°53'16"	54.88'	N31°08'01"W	52.16'
C153	50.00'	12°48'51"	11.18'	N64°32'34"W	11.16'
C154	50.00'	68°13'35"	59.53'	N25°49'23"W	56.06'
C155	50.00'	68°13'35"	59.53'	N42°24'12"E	56.06'
C156	50.00'	12°48'51"	11.18'	N77°40'26"E	11.16'
C157	225.00'	1°17'25"	5.07'	N73°42'04"E	5.07'
C158	225.00'	16°31'50"	64.90'	N76°01'41"E	64.68'
C159	225.00'	2°28'56"	9.74'	S44°55'41"W	9.74'
C160	225.00'	8°21'32"	32.82'	S49°03'50"W	32.79'
C161	175.00'	8°21'32"	25.54'	S41°03'39"W	25.52'
C162	225.00'	8°21'32"	32.82'	S41°03'39"W	32.79'
C163	175.00'	3°51'46"	11.80'	S37°16'46"W	11.80'
C164	63.00'	21°53'19"	24.07'	N53°56'18"W	23.92'
C165	40.00'	92°09'44"	64.34'	S45°05'54"W	57.63'
C166	40.00'	54°33'39"	38.10'	S26°38'23"E	36.67'
C167	40.00'	82°09'44"	57.35'	N45°05'54"W	52.54'
C168	40.00'	82°09'44"	57.35'	S37°03'50"W	52.54'
C169	40.00'	72°07'02"	24.97'	S71°05'23"E	24.45'
C170	40.00'	117°54'46"	122.99'	S29°19'30"E	101.90'
C171	60.00'	56°29'08"	59.15'	N61°34'22"W	56.81'
C172	60.00'	140°23'58"	146.99'	S42°19'30"E	112.09'
C173	60.00'	75°31'50"	79.07'	S42°19'30"E	73.48'
C174	60.00'	10°06'28"	10.58'	S57°52'30"E	10.57'

LINE TABLE

LINE	BEARING	LENGTH
L1	N42°19'30"W	15.00'
L2	N27°05'46"E	34.45'
L3	N27°05'46"E	34.45'
L4	N25°19'30"W	22.58'
L5	S79°09'34"E	35.56'
L6	S27°05'46"W	47.39'
L7	S27°05'46"W	47.39'
L8	S27°05'46"W	19.48'
L9	S57°52'30"E	10.00'

LEGEND

P.R.M.	PERMANENT REFERENCE MONUMENT
C.M.	CONCRETE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
L.B.	LICENSED BUSINESS
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
(NR)	NON RADIAL
CI	TABULATED CURVE DATA
LI	TABULATED LINE DATA
R/W	RIGHT OF WAY
C/L	CENTERLINE
M.B.	MAP BOOK
PG.	PAGE
O.R.B.	OFFICIAL RECORDS BOOK
TEL	TELEPHONE
ESMT	EASEMENT
AT&T	AMERICAN TELEPHONE AND TELEGRAPH COMPANY
NAVD	NORTH AMERICAN VERTICAL DATUM
	MATCHLINE
③	SHEET REFERENCE NUMBER
	DENOTES UPLANDS WITHIN CONSERVATION EASEMENT
	DENOTES WETLANDS WITHIN CONSERVATION EASEMENT

0 25 50 100

GRAPHIC SCALE IN FEET 1" = 50'

COPY

PREPARED BY:
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14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 5624

HOLLY FOREST

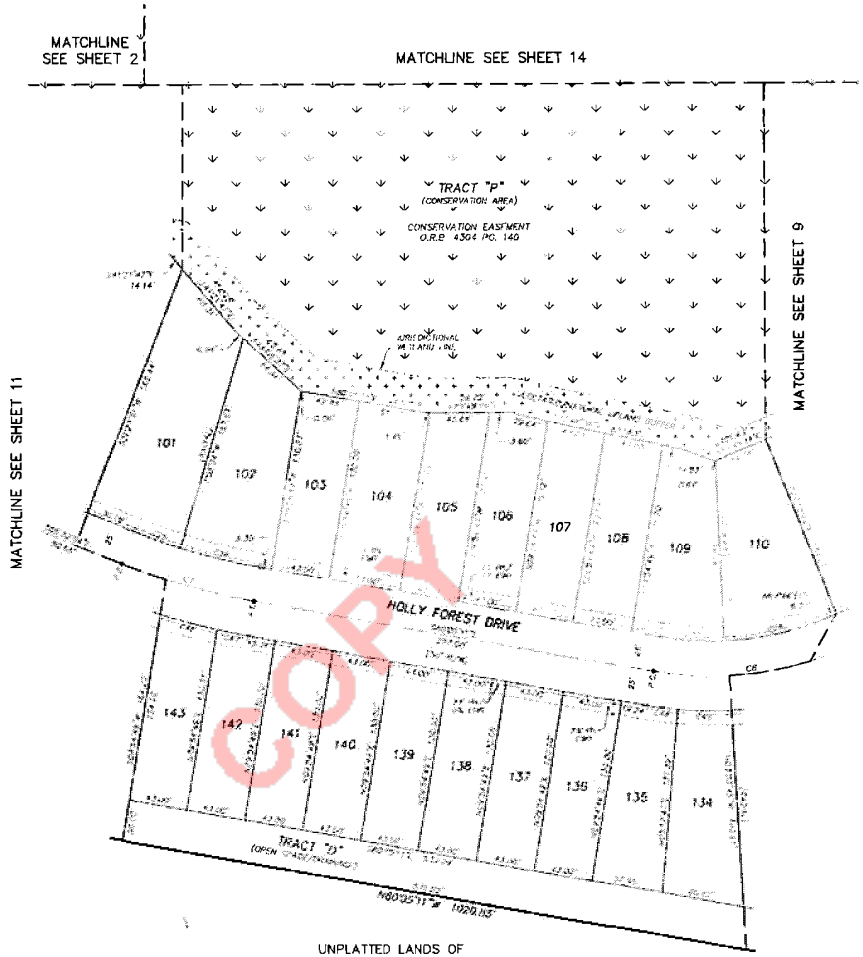
(SILVERLEAF – PARCEL 3)

BEING A PORTION OF SECTION 30, TOGETHER WITH A PORTION OF SECTION 41 OF THE WILLIAM HARVEY GRANT, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 100 PAGE 57

SHEET 10 OF 14 SHEETS

SEE SHEET 2 FOR NOTES



UNPLATTED LANDS OF
SECTION 30
TOWNSHIP 5 SOUTH
RANGE 28 EAST

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	250.00'	1125.00'	12°44'06"	N83°50'30"E	249.52'
C2	475.00'	2075.00'	13°06'34"	N83°47'47"E	473.00'
C27	275.00'	1275.00'	12°21'00"	S77°57'47"E	274.49'
C28	275.00'	1955.00'	8°03'37"	S71°19'04"E	274.81'
C46	275.00'	1275.00'	12°21'00"	S77°57'47"E	274.49'
C47	275.00'	1955.00'	8°03'37"	S71°19'04"E	274.81'
C48	275.00'	1275.00'	12°21'00"	S77°57'47"E	274.49'
C49	275.00'	1955.00'	8°03'37"	S71°19'04"E	274.81'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S77°57'47"E	25.00'

LEGEND

□	SET 5/8" IRON ROD AND CAP STAMPED "ETM LB #3624"
■	FOUND 5/8" IRON ROD AND CAP STAMPED "ETM LB #3624"
●	SET PERMANENT REFERENCE MONUMENT STAMPED "ETM LB #3624"
P.R.M.	PERMANENT REFERENCE MONUMENT
C.M.	CONCRETE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
L.B.	LICENSED BUSINESS
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
(NR)	NON-RADIAL
C1	TABULATED CURVE DATA
L1	TABULATED LINE DATA
R/W	RIGHT OF WAY
C/L	CENTERLINE
M.B.	MAP BOOK
PG.	PAGE
O.R.B.	OFFICIAL RECORDS BOOK
FPL	FLORIDA POWER & LIGHT
ESMT.	EASEMENT
AT&T	AMERICAN TELEPHONE AND TELEGRAPH COMPANY
NAVD	NORTH AMERICAN VERTICAL DATUM
	MATCHLINE
③	SHEET REFERENCE NUMBER
	DENOTES UPLANDS WITHIN CONSERVATION EASEMENT
	DENOTES WETLANDS WITHIN CONSERVATION EASEMENT

0 25 50 100

GRAPHIC SCALE IN FEET
1"=50'

PREPARED BY:
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HOLLY FOREST

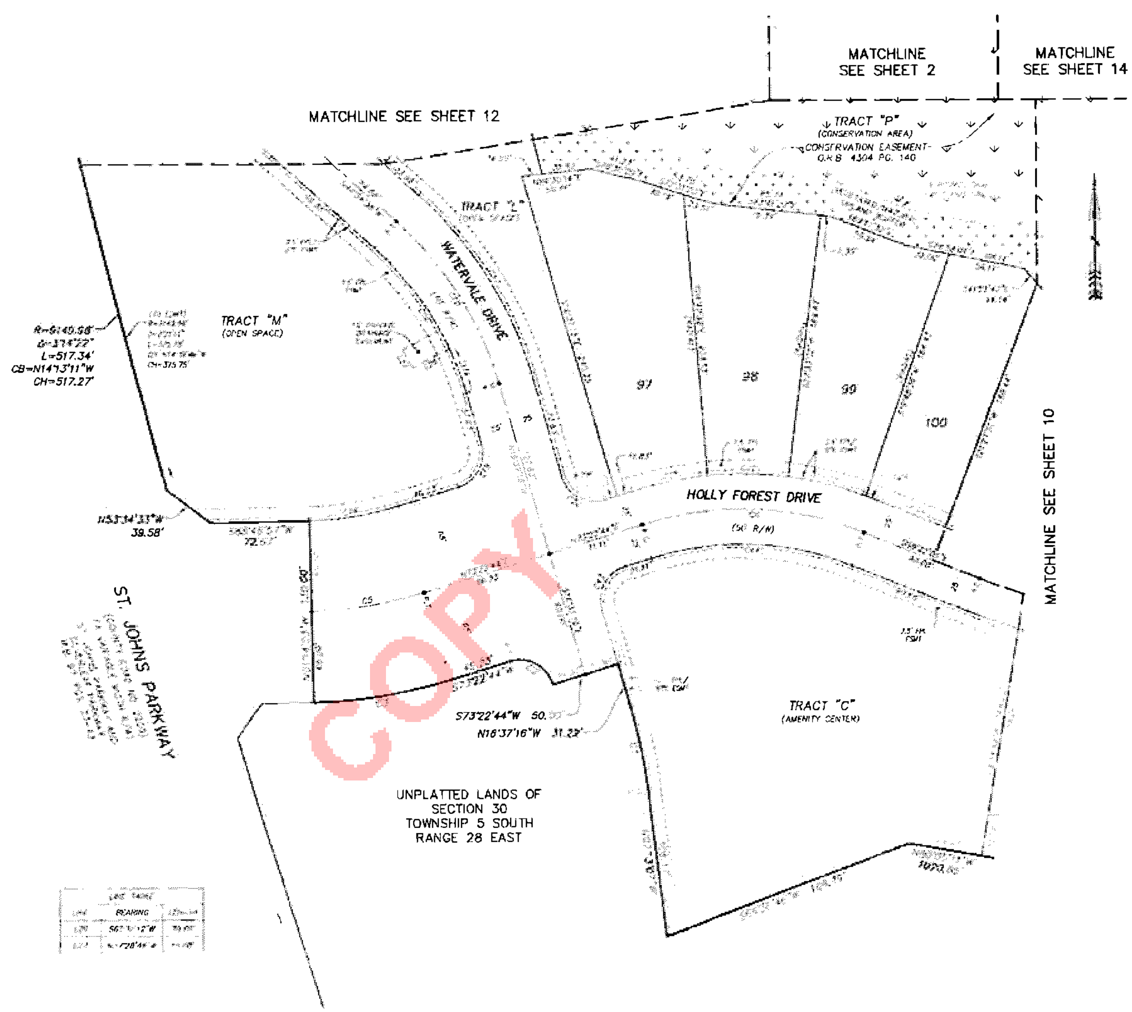
(SILVERLEAF – PARCEL 3)

BEING A PORTION OF SECTION 30, TOGETHER WITH A PORTION OF SECTION 41 OF THE WILLIAM HARVEY GRANT, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 100 PAGE 58

SHEET 11 OF 14 SHEETS

SEE SHEET 2 FOR NOTES



LINE	BEARING	LENGTH
[illegible]	S67°[illegible]'12"W	[illegible]
[illegible]	N°[illegible]'28'48"E	[illegible]

CURVE TABLE

[illegible]	[illegible]	[illegible]	[illegible]	CHORD BEARING	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	56.69'
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C56	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

LEGEND

- DENOTES SET P.R.M., 4"X4" C.M. STAMPED L.B. #3624, UNLESS OTHERWISE NOTED
- ■ DENOTES FOUND P.R.M., 4"X4" C.M. STAMPED L.B. #3624, UNLESS OTHERWISE NOTED
- • DENOTES P.C.P., STAMPED L.B. #3624
- P.R.M. PERMANENT REFERENCE MONUMENT
- C.M. CONCRETE MONUMENT
- P.C.P. PERMANENT CONTROL POINT
- L.B. LICENSED BUSINESS
- R RADIUS
- Δ CENTRAL ANGLE
- L ARC LENGTH
- CB CHORD BEARING
- CH CHORD DISTANCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- (NR) NON-RADIAL
- CT TABULATED CURVE DATA
- LT TABULATED LINE DATA
- R/W RIGHT OF WAY
- C/L CENTERLINE
- M.B. MAP BOOK
- PG. PAGE
- O.R.B. OFFICIAL RECORDS BOOK
- FPL FLORIDA POWER & LIGHT
- ESMT EASEMENT
- AT&T AMERICAN TELEPHONE AND TELEGRAPH COMPANY
- NAVD NORTH AMERICAN VERTICAL DATUM
- MATCHLINE
- SHEET REFERENCE NUMBER
- DENOTES UPLANDS WITHIN CONSERVATION EASEMENT
- DENOTES WETLANDS WITHIN CONSERVATION EASEMENT

GRAPHIC SCALE IN FEET 1" = 50'

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CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

HOLLY FOREST

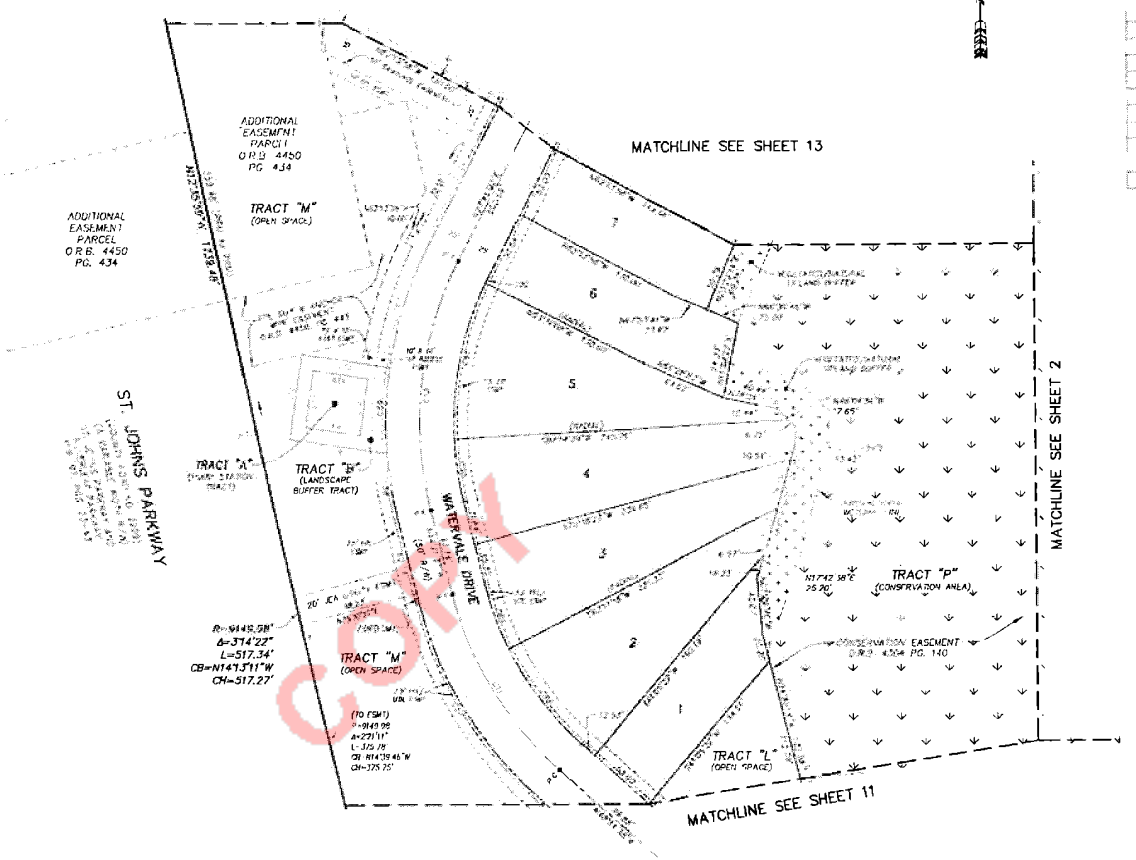
(SILVERLEAF – PARCEL 3)

BEING A PORTION OF SECTION 30, TOGETHER WITH A PORTION OF SECTION 41 OF THE WILLIAM HARVEY GRANT, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 100 PAGE 59

SHEET 12 OF 14 SHEETS

SEE SHEET 2 FOR NOTES



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C58	275.00'	12°49'06"	61.52'	N87°16'48"E	61.39'
C59	275.00'	9°55'47"	47.66'	S09°23'41"E	47.60'
C60	275.00'	14°22'53"	69.02'	S04°56'55"W	68.85'
C86	225.00'	22°05'39"	86.76'	S13°25'49"E	86.22'
C89	225.00'	12°21'26"	48.80'	N12°29'39"W	48.80'
C90	225.00'	11°38'18"	45.71'	N24°37'26"E	45.49'
C91	225.00'	29°59'43"	117.78'	N39°46'36"E	113.57'
C92	225.00'	1°33'01"	6.09'	N54°55'27"E	6.09'

LINE	BEARING	LENGTH
L11	S40°34'25"E	22.56'
L12	S06°29'35"W	41.00'
L13	N83°34'25"W	65.56'
L14	S61°34'25"E	46.00'
L15	S58°25'35"W	11.00'
L16	N83°34'25"W	30.00'
L17	S06°29'35"W	41.00'

LEGEND

○	DENOTES SET P.R.M., 4"X4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED.
■	DENOTES FOUND P.R.M., 4"X4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED.
◆	DENOTES P.C.P., STAMPED L.B.#3624
P.R.M.	PERMANENT REFERENCE MONUMENT
C.M.	CONCRETE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
L.B.	LICENSED BUSINESS
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
(NR)	NON-RADIAL
CT	TABULATED CURVE DATA
LT	TABULATED LINE DATA
R/W	RIGHT OF WAY
C/L	CENTERLINE
M.B.	MAP BOOK
PG.	PAGE
O.R.B.	OFFICIAL RECORDS BOOK
FPL	FLORIDA POWER & LIGHT
ESMT.	EASEMENT
AT&T	AMERICAN TELEPHONE AND TELEGRAPH COMPANY
NAVD	NORTH AMERICAN VERTICAL DATUM
	MATCHLINE
③	SHEET REFERENCE NUMBER
	DENOTES UPLANDS WITHIN CONSERVATION EASEMENT
	DENOTES WETLANDS WITHIN CONSERVATION EASEMENT

0 25 50 100

GRAPHIC SCALE IN FEET

1" = 50'

PREPARED BY:

ETM SURVEYING & MAPPING, INC.

14775 OLD ST. AUGUSTINE ROAD

JACKSONVILLE, FL 32258 (904) 642-8550

CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

COPY

HOLLY FOREST

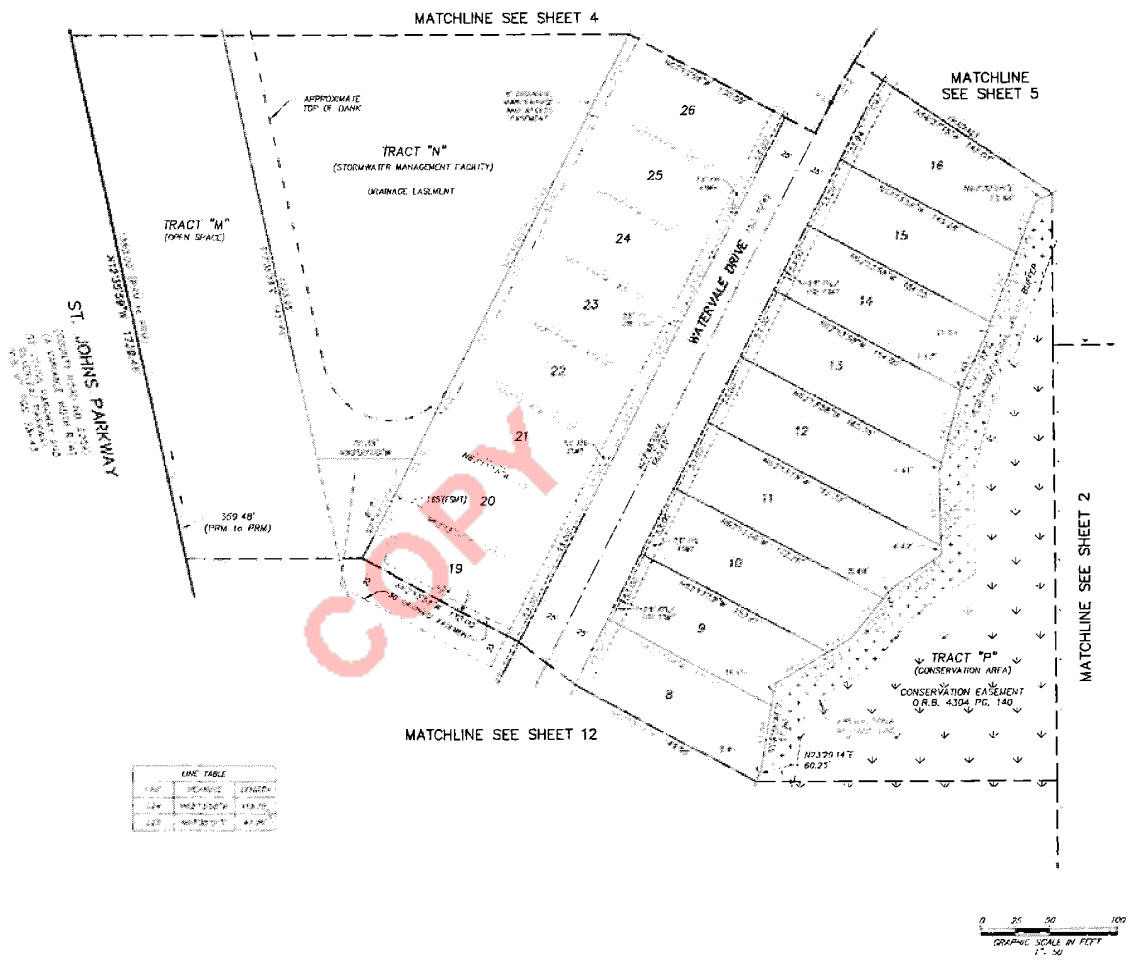
(SILVERLEAF - PARCEL 3)

BEING A PORTION OF SECTION 30, TOGETHER WITH A PORTION OF SECTION 41 OF THE WILLIAM HARVEY GRANT, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 100 PAGE 60

SHEET 13 OF 14 SHEETS

SEE SHEET 2 FOR NOTES



COPY

LEGEND

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- R RADIUS
- Δ CENTRAL ANGLE
- L ARC LENGTH
- CB CHORD BEARING
- CH CHORD DISTANCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- (NR) NON-RADIAL
- C.T. TABULATED CURVE DATA
- L.T. TABULATED LINE DATA
- R/W RIGHT OF WAY
- C/L CENTERLINE
- M.B. MAP BOOK
- PG. PAGE
- O.R.B. OFFICIAL RECORDS BOOK
- FPL FLORIDA POWER & LIGHT
- ESMT. EASEMENT
- AT&T AMERICAN TELEPHONE AND TELEGRAPH COMPANY
- NAVD NORTH AMERICAN VERTICAL DATUM
- WETLANDS
- SHEET REFERENCE NUMBER
- DENOTES UPLANDS WITHIN CONSERVATION EASEMENT
- DENOTES WETLANDS WITHIN CONSERVATION EASEMENT

GRAPHIC SCALE IN FEET 1" = 50'

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

BK: 4954 PG: 1953

HOLLY FOREST

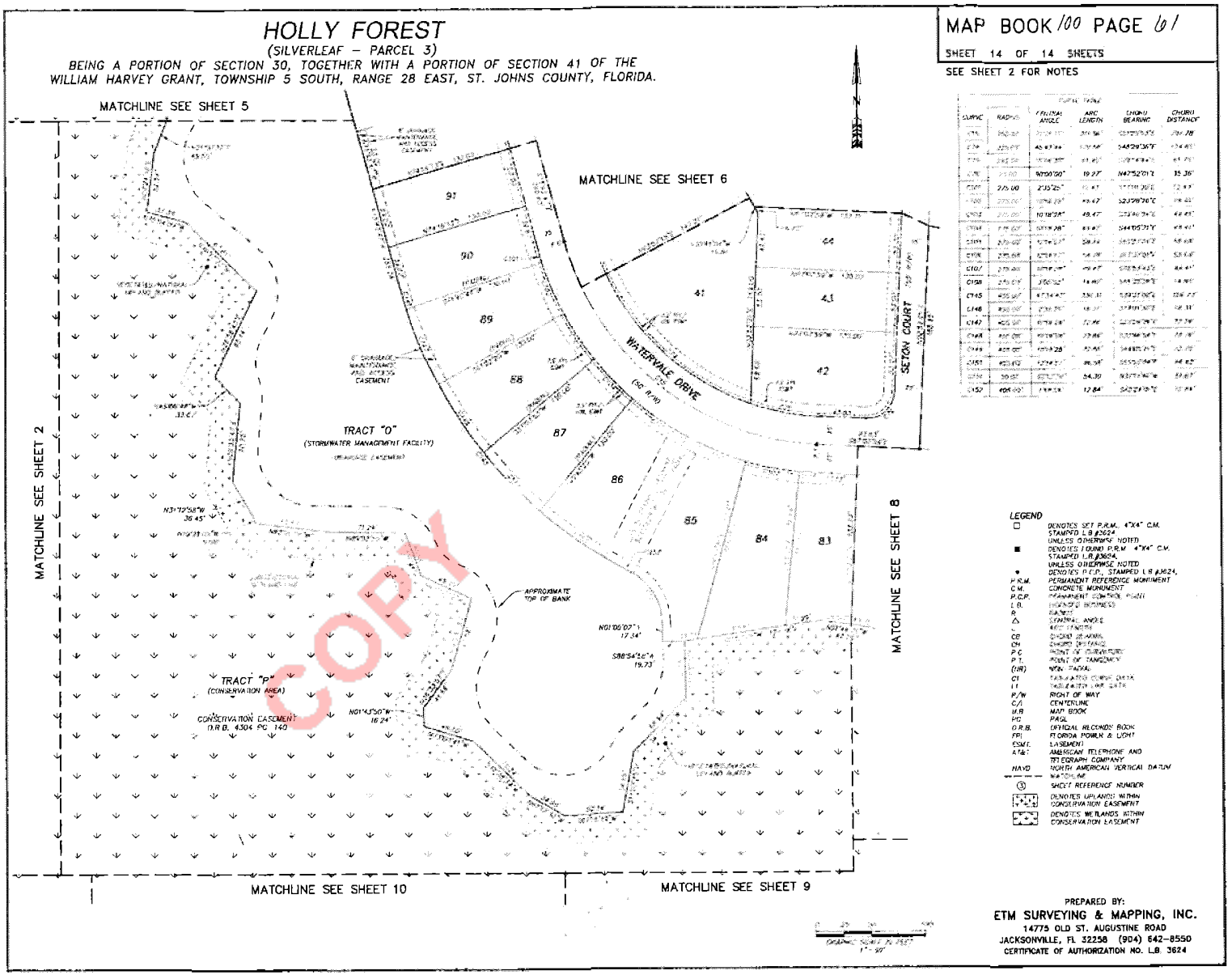
(SILVERLEAF – PARCEL 3)

BEING A PORTION OF SECTION 30, TOGETHER WITH A PORTION OF SECTION 41 OF THE WILLIAM HARVEY GRANT, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 100 PAGE 61

SHEET 14 OF 14 SHEETS

SEE SHEET 2 FOR NOTES



COPY

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C106	225.00'	2°35'25"	10.17'	N42°52'01"E	10.16'
C107	275.00'	2°35'25"	12.43'	S42°52'01"W	12.43'
C108	275.00'	10°18'58"	49.47'	S37°39'26"W	49.41'
C109	275.00'	10°18'58"	49.47'	S47°58'24"W	49.41'
C110	275.00'	5°03'38"	24.30'	S53°27'05"W	24.29'
C111	275.00'	5°03'38"	24.30'	S58°30'43"W	24.29'
C112	275.00'	5°03'38"	24.30'	S63°34'21"W	24.29'
C113	275.00'	5°03'38"	24.30'	S68°37'59"W	24.29'
C114	275.00'	5°03'38"	24.30'	S73°41'37"W	24.29'
C115	275.00'	5°03'38"	24.30'	S78°45'15"W	24.29'
C116	275.00'	5°03'38"	24.30'	S83°48'53"W	24.29'
C117	275.00'	5°03'38"	24.30'	S88°52'31"W	24.29'
C118	275.00'	5°03'38"	24.30'	N86°18'10"W	24.29'
C119	275.00'	5°03'38"	24.30'	N81°14'32"W	24.29'
C120	275.00'	5°03'38"	24.30'	N76°10'54"W	24.29'
C121	275.00'	5°03'38"	24.30'	N71°07'16"W	24.29'
C122	275.00'	5°03'38"	24.30'	N66°03'38"W	24.29'
C123	275.00'	5°03'38"	24.30'	N61°00'00"W	24.29'
C124	275.00'	5°03'38"	24.30'	N55°56'22"W	24.29'
C125	275.00'	5°03'38"	24.30'	N50°52'44"W	24.29'
C126	275.00'	5°03'38"	24.30'	N45°49'06"W	24.29'
C127	275.00'	5°03'38"	24.30'	N40°45'28"W	24.29'
C128	275.00'	3°50'52"	18.46'	N36°20'08"W	18.46'
C145	225.00'	47°14'47"	185.53'	S59°27'09"E	180.33'
C146	250.00'	7°36'39"	33.20'	S37°39'03"E	33.18'
C147	225.00'	61°38'28"	242.06'	S32°06'38"E	230.58'
C148	250.00'	90°00'00"	392.70'	S45°00'00"W	353.55'
C149	225.00'	13°19'28"	52.33'	S44°55'21"E	52.21'
C150	250.00'	27°41'21"	120.78'	S55°55'04"E	119.61'
C151	39.00'	90°00'00"	61.26'	S33°14'40"W	55.15'
C152	225.00'	7°41'18"	12.84'	S42°24'49"E	12.83'

LEGEND

□	DENOTES SET P.R.M., 4"X4" C.M. STAMPED L.B.#3624 UNLESS OTHERWISE NOTED
■	DENOTES FOUND P.R.M. 4"X4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED
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R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
(NR)	NON RADIAL
C1	TABULATED CURVE DATA
L1	TABULATED LINE DATA
R/W	RIGHT OF WAY
C/L	CENTERLINE
M.B.	MAP BOOK
PG.	PAGE
O.R.B.	OFFICIAL RECORDS BOOK
FPL	FLORIDA POWER & LIGHT
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	MATCHLINE
③	SHEET REFERENCE NUMBER
	DENOTES UPLANDS WITHIN CONSERVATION EASEMENT
	DENOTES WETLANDS WITHIN CONSERVATION EASEMENT

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

BK: 4954 PG: 1954

Inst # BK: 101 PG: 35,Filed & Recorded: 2/25/2020 4:07 PM
Brandon Patty, Clerk of the Circuit Court St Johns COUNTY FL

HOLLY FOREST TOWNHOMES

(SILVERLEAF – PARCEL 3)

BEING A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 101 PAGE 35

SHEET 1 OF 10 SHEETS

SEE SHEET 2 FOR NOTES

CAPTION

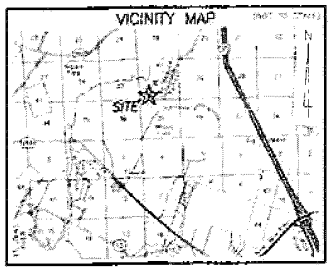
A portion of Sections 30 and 31, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

[illegible] 130.00 feet to the Point of Beginning.

[illegible] 37.19 feet to the Point of Beginning.

Containing 36.79 acres, more or less.

VICINITY MAP



ADOPTION AND DEDICATION

[illegible] the real property described in the Caption hereon, and that the same is platted as HOLLY FOREST TOWNHOMES.

The streets and easements shown on this plat, that are not dedicated to the public, are hereby reserved for the use of the Owners, their successors and assigns, for ingress and egress, drainage, utilities and other purposes not inconsistent with the use thereof.

The drainage easements as shown on this plat, shall provide the county, at its option, the easement rights to discharge all storm water which may fall or come upon or which may be conducted into said drainage easements or through said easements shown hereon, which may be conducted to a property owners' association, or other such entity or person as will assume all responsibility and obligations thereof under the plat.

[illegible] thereon, for the purpose of providing ingress and egress to and from the property platted hereon and other property, which may be developed by the Owners, their successors and assigns, provided, however, the undersigned hereby reserve the right to convey title to said Further Drive and Street to an entity or person, including without limitation, a property owners' association, a community development district, or other such entity or person.

We hereby dedicate for perpetual use of the public all parks, recreation areas, water management areas, sewer systems, lift stations, and other similar uses as noted hereon. We do hereby dedicate to the perpetual use of the public for proper purposes all the utility easements shown hereon, including the landscape buffer easements, for the construction, installation, maintenance, and operation of utility systems, cable television systems, drainage facilities, and any other purposes as noted hereon, which are consistent with the use thereof by the public; however, no buildings or other improvements shall be constructed upon such utility easements, and landscape buffer easements, except for utility facilities, and no change in the grade of elevation shall be permitted on such utility easements without the consent of all utility companies using such easements. We further dedicate to the perpetual use of the public for proper purposes all the road rights-of-way as shown hereon. We do hereby reserve unto ourselves, our successors and assigns, the right to deny ingress or egress to or from certain roads to certain persons, in our sole discretion, and to temporarily restrict access to the roads within the subdivision during special events.

ADOPTION AND DEDICATION (continued)

[illegible] maintenance and operation of electrical service.

Those easements designated as "F.P.L./Utility Easements" are hereby irrevocably dedicated to Florida Power & Light Company, its successors and assigns, for its non-exclusive use in conjunction with accepting its underground electrical systems and for JEA meters associated with water and reuse water.

[illegible] Public Service Commission.

In witness whereof, the undersigned Owners have caused this plat and dedication to be executed by its duly elected officers, acting by and with the authority of its board of directors.

OWNER: DR HORTON FL, LLC
a Florida limited liability company

By: _____
Printed Name: _____
Vice President

OWNER: DR HORTON FL, LLC
a Florida limited liability company

By: _____
Printed Name: _____
Vice President

STATE OF Florida, COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 5th day of February, 2020, by Richard A. Jessup, Jr., President of DR Horton FL, LLC, a Florida limited liability company, on behalf of the company, who [X] is personally known to me or [ ] has produced _____ as identification.

Notary Public
Printed Name: _____
My Commission Expires: 6/30/2021
Commission Number: FF 910803

OWNER: ORLEAN FINDERS HOMES, LLC
a Florida limited liability company

By: _____
Printed Name: _____
Vice President

OWNER: ORLEAN FINDERS HOMES, LLC
a Florida limited liability company

By: _____
Printed Name: _____
Vice President

STATE OF Florida, COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 5th day of February, 2020, by Robert C. McGraw, Vice President of Orlean Finders Homes, LLC, a Florida limited liability company, on behalf of the company, who [X] is personally known to me or [ ] has produced _____ as identification.

Notary Public
Printed Name: _____
My Commission Expires: June 3, 2021
Commission Number: GG 105803

CERTIFICATE OF APPROVAL AND ACCEPTANCE BOARD OF COUNTY COMMISSIONERS

This is to certify that this plat of Holly Forest Townhomes has been approved and accepted by the Board of County Commissioners of St. Johns County, Florida on this 18 day of February, 2020. Said acceptance shall not be deemed as requiring construction or maintenance by St. Johns County of any part of said subdivision.

Chair, Board of County Commissioners

CERTIFICATE OF APPROVAL - GROWTH MANAGEMENT DEPARTMENT

This is to certify that this plat of Holly Forest Townhomes has been examined and approved by the Growth Management Department for St. Johns County, Florida, on this 18 day of February, 2020.

Growth Management Department

CERTIFICATE OF REVIEW-COUNTY ATTORNEY

This is to certify that this plat of Holly Forest Townhomes has been examined and reviewed by the Office of the St. Johns County Attorney on this 20 day of February, 2020.

CERTIFICATE OF CLERK

This is to certify that this plat has been submitted and approved and that it complies in form with the requirements of Part 1, Chapter 177, Florida Statutes, as required by Section 177.081, Florida Statutes, this 24th day of February, 2020.

Clerk of the Circuit Court

SURVEYOR'S CERTIFICATE

Know all men by these presents, that the undersigned, being currently licensed and registered by the State of Florida as a Professional Surveyor and Mapper, does hereby certify that the above plat was made under the undersigned's responsible direction and supervision and that the plat complies with all of the survey requirements of Part 1, Chapter 177, Florida Statutes.

10th FEBRUARY, 2020

Daniel K. [illegible]
Florida Professional Surveyor and Mapper
State of Florida Registered Surveyor No. 6260

CERTIFICATE OF PLAT REVIEW

This is to certify that this plat was reviewed for conformity to Part 1, Chapter 177, Florida Statutes, by the Office of the County Surveyor, St. Johns County, Florida, on this 14th day of February, 2020.

Gail Oliver
Professional Surveyor and Mapper
State of Florida Registered Surveyor No. 4824

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

COPY

BK: 4954 PG: 1955

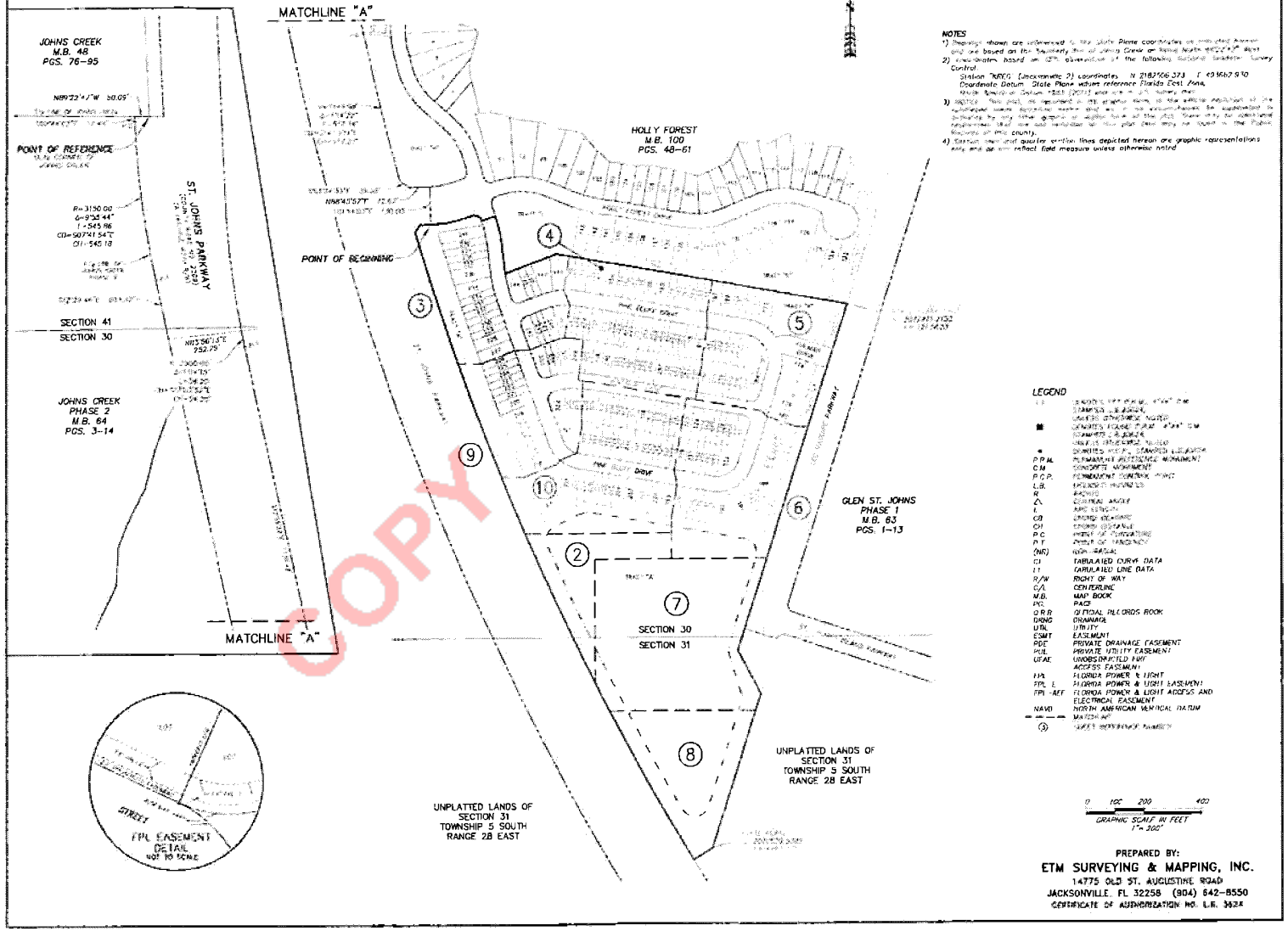
HOLLY FOREST TOWNHOMES

(SILVERLEAF - PARCEL 3)

BEING A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 101 PAGE 36

SHEET 2 OF 10 SHEETS



NOTES

1) Bearings shown are referenced to the State Plane coordinates of monumented lines and are based on the Northerly line of Johns Creek as being North 89°23'44" West.

2) Coordinates based on GPS observations of the following National Geodetic Survey Control

Station "KREG" (Jacksonville 2) coordinates N 2182506.373 E 494867.970

Coordinate Datum: State Plane values reference Florida East Zone,

North American Datum 1983 (2011) and are in U.S. Survey Feet.

3) Bearings, distances and areas shown hereon are based on the aforementioned boundary survey and may be subject to minor adjustments as supplemental information may be obtained by any other survey or engineering work on the property. Some of the lines may be combinations of two or more individual lines of the plat that may not appear in the plat sequence of this county.

4) Certain lines and quarter section lines depicted hereon are graphic representations only and do not reflect field measure unless otherwise noted.

COPY

PREPARED BY:
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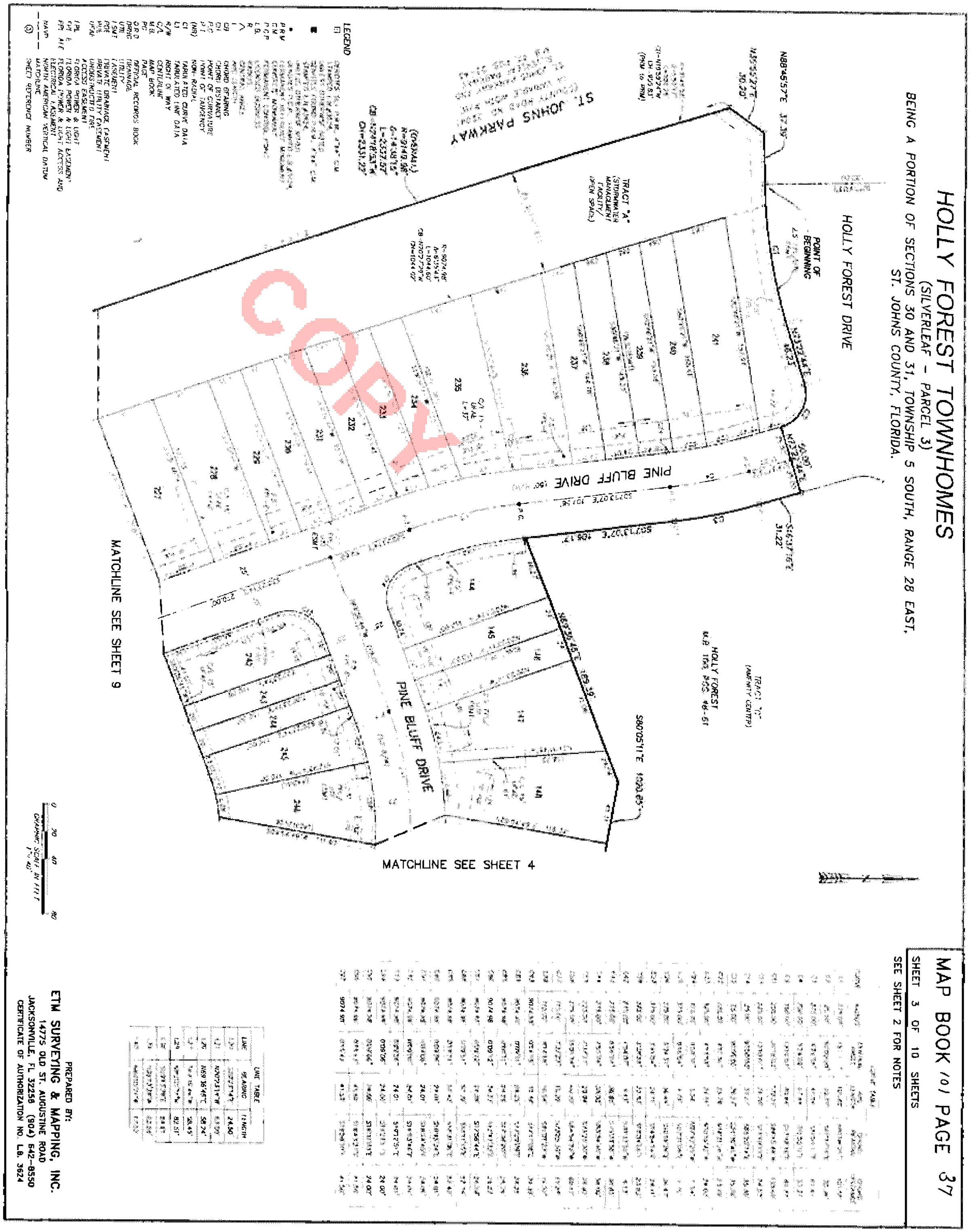
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

BK: 4954 PG: 1956

BK: 4954 PG: 1957



HOLLY FOREST TOWNHOMES

(SILVERLEAF – PARCEL 3)

BEING A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 101 PAGE 38

SHEET 4 OF 10 SHEETS

SEE SHEET 2 FOR NOTES

COPY

LEGEND

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L	ARC LENGTH
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CT	TABULATED CURVE DATA
LT	TABULATED LINE DATA
R/W	RIGHT OF WAY
C/L	CENTERLINE
M.B.	MAP BOOK
PG.	PAGE
O.R.B.	OFFICIAL RECORDS BOOK
DRNG	DRAINAGE
UTIL	UTILITY
ESMT	EASEMENT
PDE	PRIVATE DRAINAGE EASEMENT
PUE	PRIVATE UTILITY EASEMENT
U/A/E	UNDERSTRUCTED FIRE ACCESS EASEMENT
FPL	FLORIDA POWER & LIGHT
FPL E	FLORIDA POWER & LIGHT EASEMENT
FPL-ALE	FLORIDA POWER & LIGHT ACCESS AND ELECTRICAL EASEMENT
NAVD	NORTH AMERICAN VERTICAL DATUM
	MATCHLINE
③	SHEET REFERENCE NUMBER

GRAPHIC SCALE IN FEET 0 20 40 80 1" = 40'

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

BK: 4954 PG: 1958

HOLLY FOREST TOWNHOMES

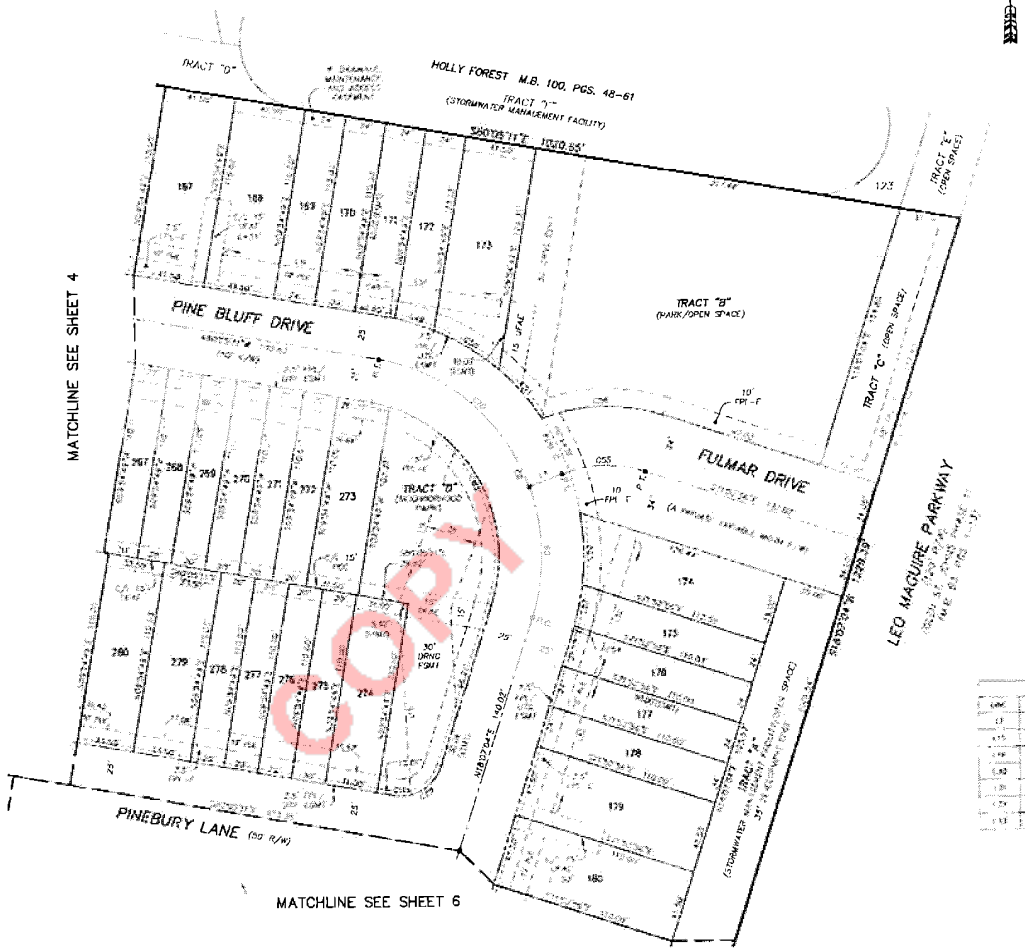
(SILVERLEAF – PARCEL 3)

BEING A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 101 PAGE 39

SHEET 5 OF 10 SHEETS

SEE SHEET 2 FOR NOTES



COPY

LEGEND

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- R RADIUS
- Δ CENTRAL ANGLE
- L ARC LENGTH
- CB CHORD BEARING
- CH CHORD DISTANCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- (NR) NON-RADIAL
- CT TABULATED CURVE DATA
- LT TABULATED LINE DATA
- R/W RIGHT OF WAY
- C/L CENTERLINE
- M.B. MAP BOOK
- PG. PAGE
- O.R.B. OFFICIAL RECORDS BOOK
- DRNG DRAINAGE
- UTIL UTILITY
- DSMT EASEMENT
- PDE PRIVATE DRAINAGE EASEMENT
- PUE PRIVATE UTILITY EASEMENT
- UPAF UNDERPASS/PARKING LOT ACCESS EASEMENT
- FPL FLORIDA POWER & LIGHT
- FPL-E FLORIDA POWER & LIGHT EASEMENT
- FPL-AFT FLORIDA POWER & LIGHT AFTER AND FLOOD EASEMENT
- NAVD NORTH AMERICAN VERTICAL DATUM
- MATCHLINE
- ⊙ SHEET REFERENCE NUMBER

0 20 40 80

GRAPHIC SCALE IN FEET 1"=40'

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

HOLLY FOREST TOWNHOMES

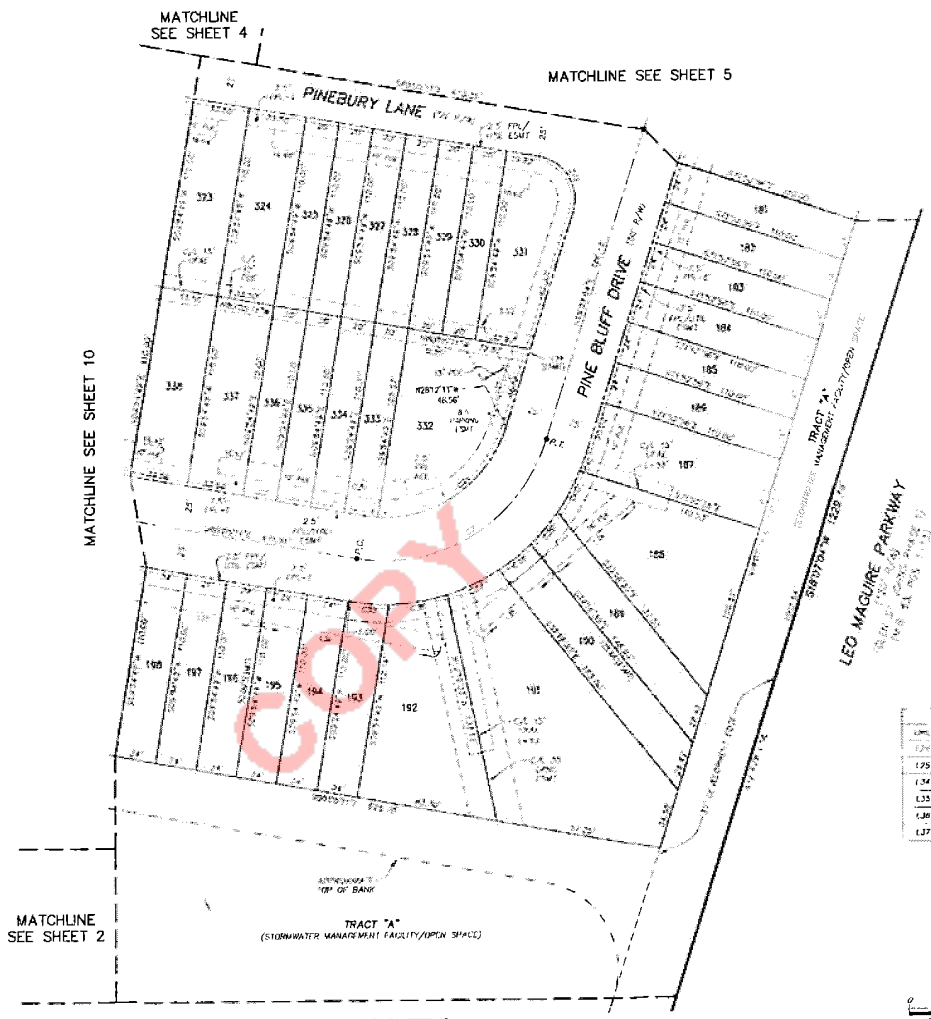
(SILVERLEAF – PARCEL 3)

BEING A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 101 PAGE 40

SHEET 6 OF 10 SHEETS

SEE SHEET 2 FOR NOTES



LEGEND

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

BK: 4954 PG: 1960

HOLLY FOREST TOWNHOMES

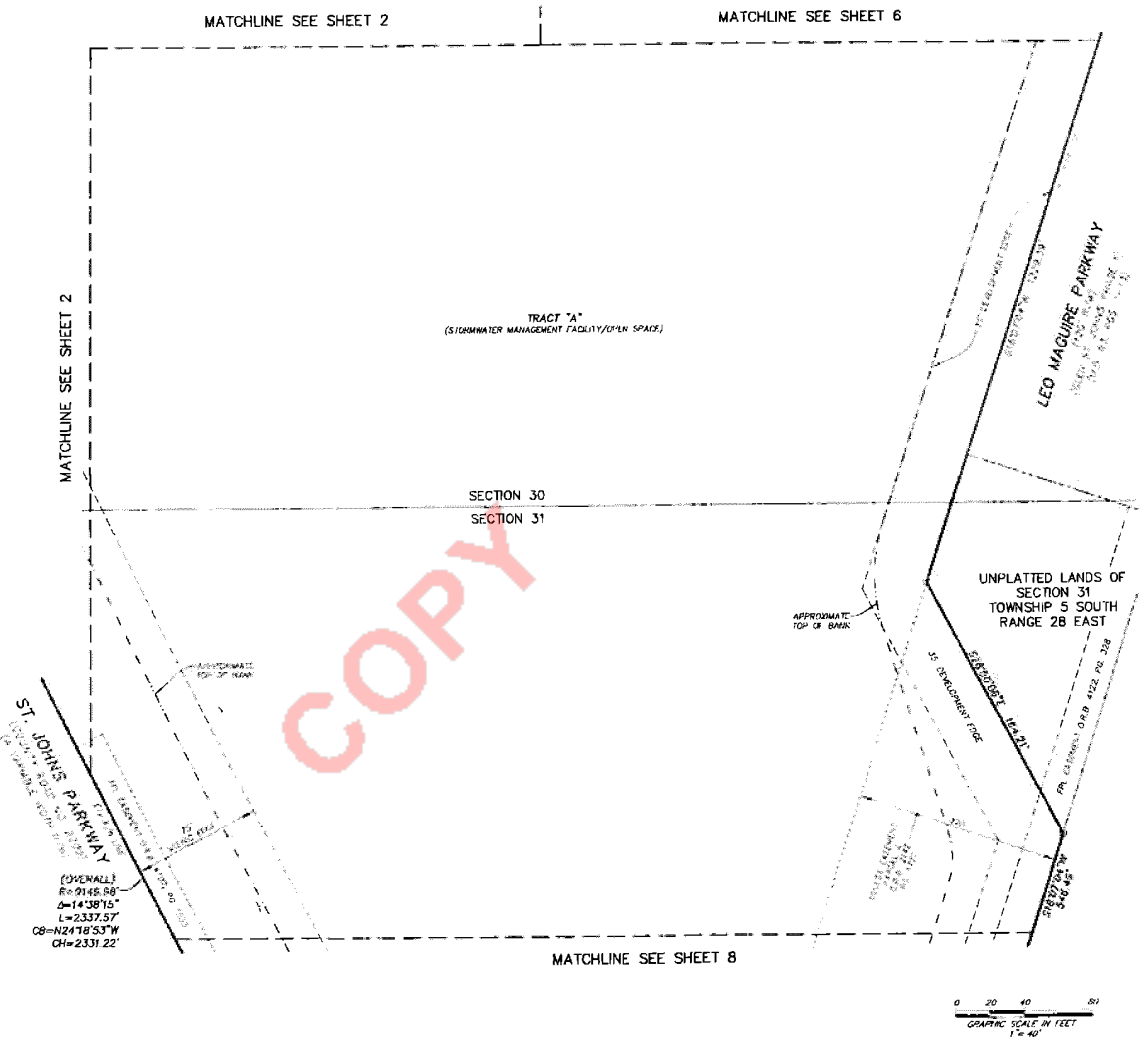
(SILVERLEAF – PARCEL 3)

BEING A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 101 PAGE 41

SHEET 7 OF 10 SHEETS

SEE SHEET 2 FOR NOTES



LEGEND

○	DENOTES SET P.R.M., 4"X4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED
■	DENOTES FOUND P.R.M., 4"X4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED
▪	DENOTES P.C.P., STAMPED L.B.#3624,
P.R.M.	PERMANENT REFERENCE MONUMENT
C.M.	CONCRETE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
L.B.	LICENSED BUSINESS
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
(NR)	NON RADIAL
(T)	TABULATED CURVE DATA
(L)	TABULATED LINE DATA
R/W	RIGHT OF WAY
C/L	CENTERLINE
M.B.	MAP BOOK
PG	PAGE
O.R.B.	OFFICIAL RECORDS BOOK
DRNG	DRAINAGE
UTIL	UTILITY
ESMT	EASEMENT
PDE	PRIVATE DRAINAGE EASEMENT
PUE	PRIVATE UTILITY EASEMENT
UFAE	UNOBSTRUCTED FIRE ACCESS EASEMENT
FPL	FLORIDA POWER & LIGHT
FPL-E	FLORIDA POWER & LIGHT EASEMENT
FPL-AEE	FLORIDA POWER & LIGHT ACCESS AND ELECTRICAL EASEMENT
NAVD	NORTH AMERICAN VERTICAL DATUM
	MATCHLINE
(2)	SHEET REFERENCE NUMBER

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ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

BK: 4954 PG: 1961

HOLLY FOREST TOWNHOMES

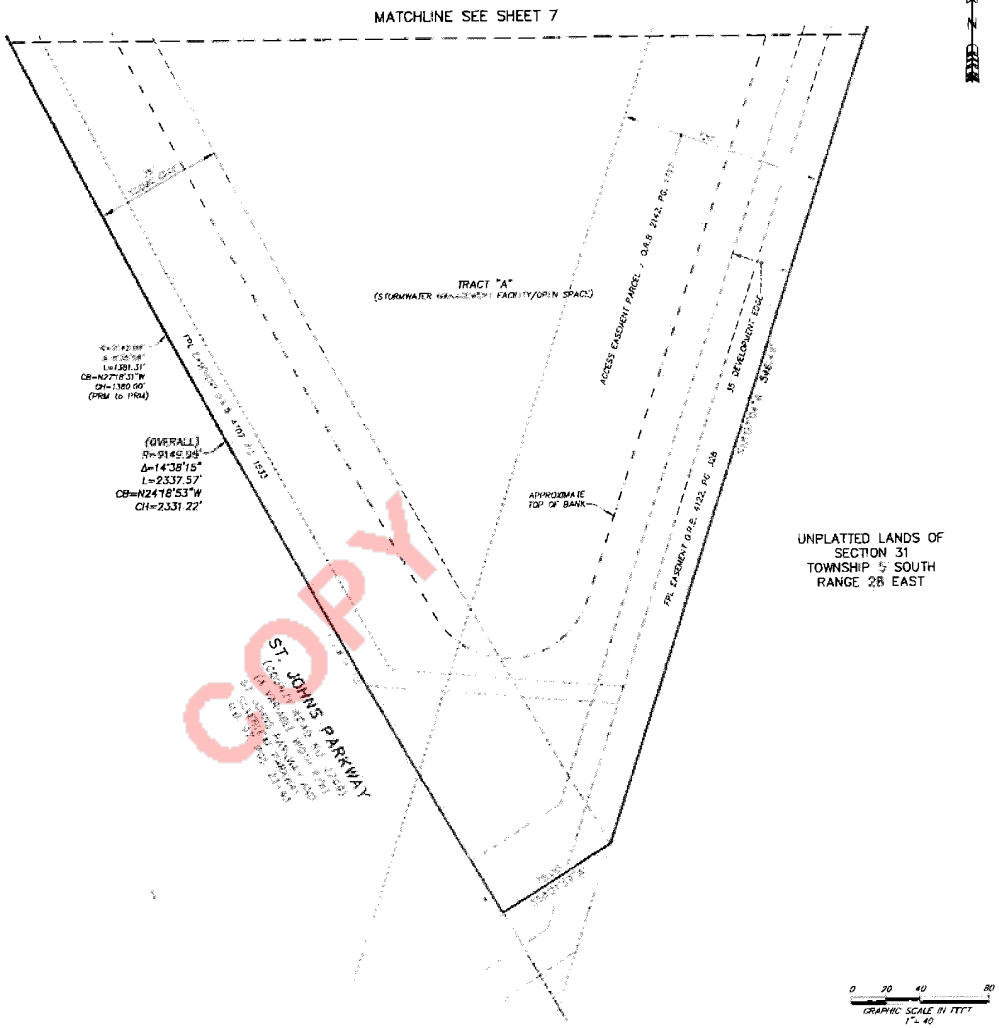
(SILVERLEAF – PARCEL 3)

BEING A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 101 PAGE 42

SHEET 8 OF 10 SHEETS

SEE SHEET 2 FOR NOTES



LEGEND

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P.N.M.	PERMANENT REFERENCE MONUMENT
C.M.	CONCRETE MONUMENT
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(NR)	NON-RADIAL
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LT	[illegible]
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C/I	[illegible]
M.B.	MAP BOOK
PG	PAGE
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UTIL	UTILITY
FSMT	EASEMENT
PDE	PRIVATE DRAINAGE EASEMENT
PUL	PRIVATE UTILITY EASEMENT
UFAE	UNAPPROVED FAST ACCESS EASEMENT
FPL	FLORIDA POWER & LIGHT
FPL-E	FLORIDA POWER & LIGHT EASEMENT
FPL-AFE	FLORIDA POWER & LIGHT ACCESS AND ELECTRICAL EASEMENT
NAVD	NORTH AMERICAN VERTICAL DATUM
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HOLLY FOREST TOWNHOMES

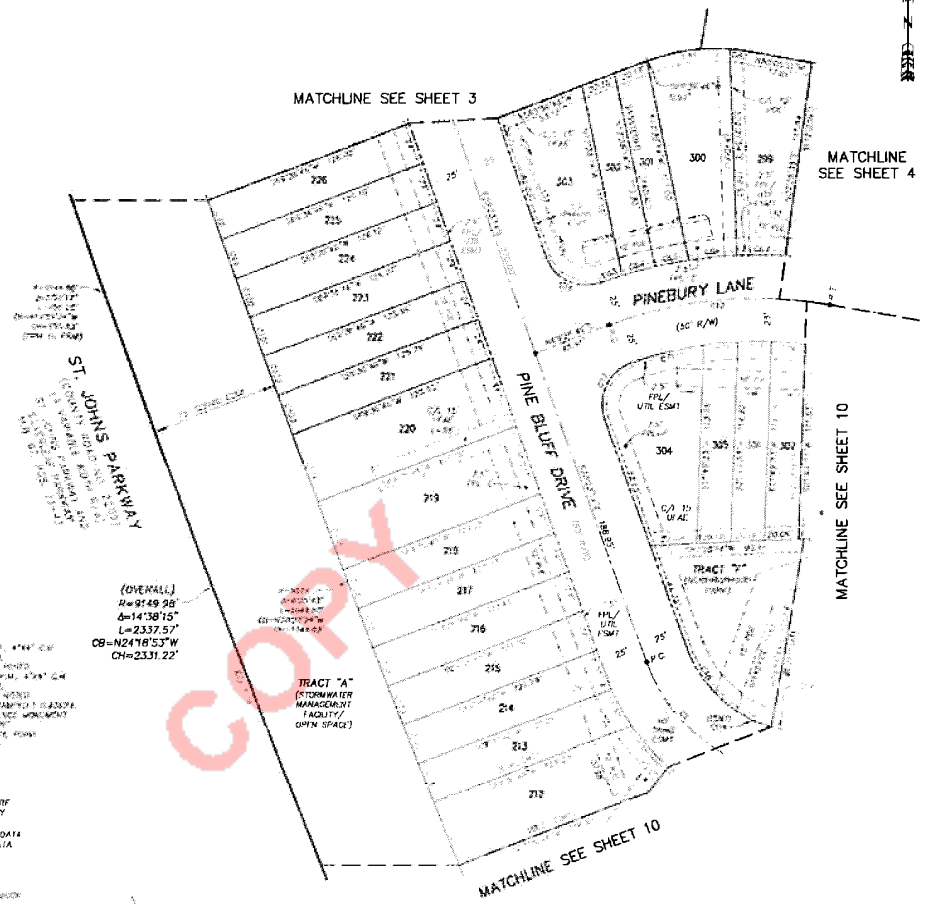
(SILVERLEAF – PARCEL 3)

BEING A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 101 PAGE 43

SHEET 9 OF 10 SHEETS

SEE SHEET 2 FOR NOTES



LEGEND

Δ	CENTRAL ANGLE
R	RADIUS
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
(NR)	NON-RADIAL
C1	TABULATED CURVE DATA
L1	TABULATED LINE DATA
R/W	RIGHT OF WAY
FPL-L	FLORIDA POWER & LIGHT EASEMENT
FPL-ALE	FLORIDA POWER & LIGHT ACCESS AND ELECTRICAL EASEMENT
NAVD	NORTH AMERICAN VERTICAL DATUM
	MATCHLINE

0 20 40 80

GRAPHIC SCALE IN FEET
1" = 40'

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BK: 4954 PG: 1963

HOLLY FOREST TOWNHOMES

(SILVERLEAF – PARCEL 3)

BEING A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 101 PAGE 44

SHEET 10 OF 10 SHEETS

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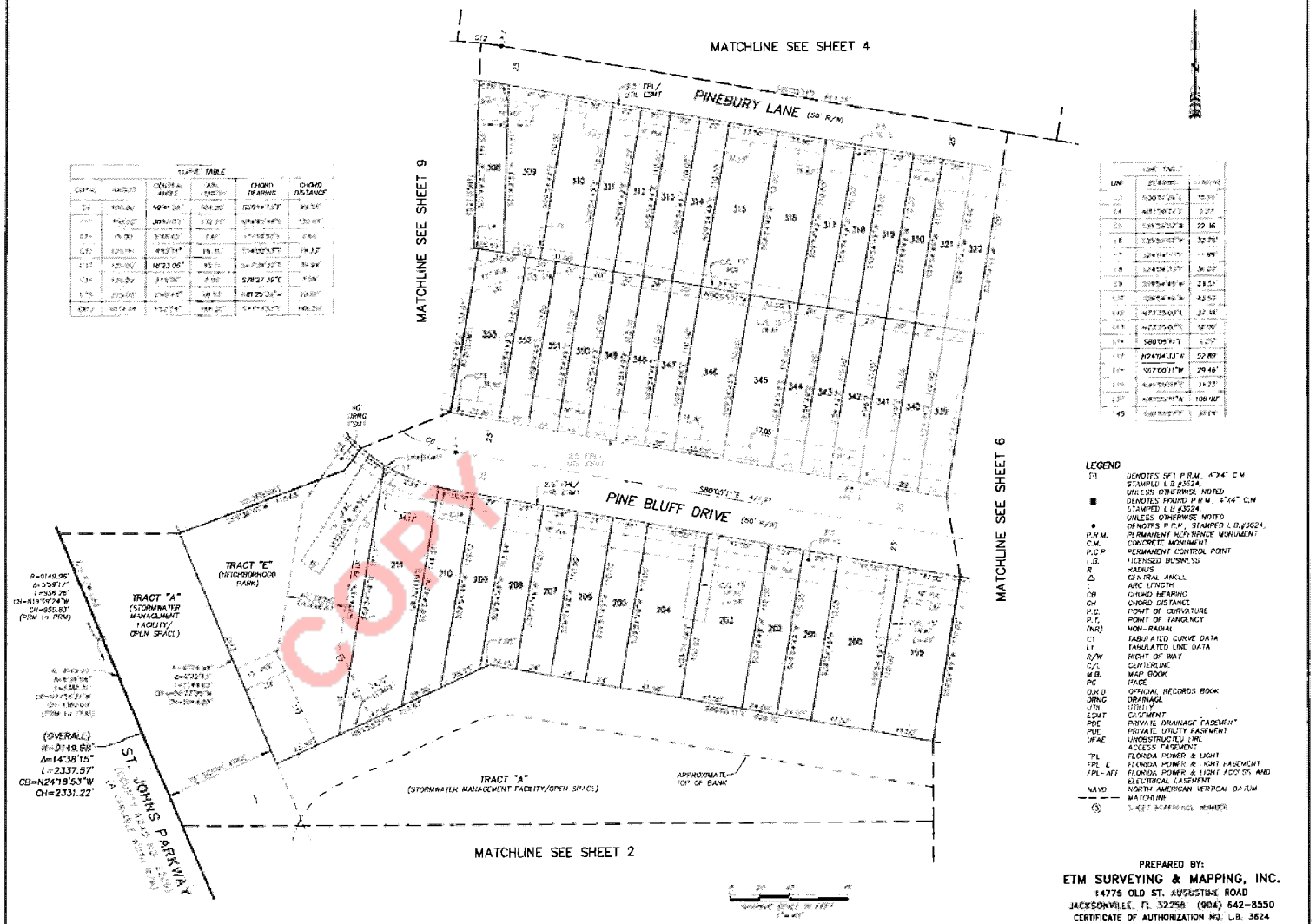

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	1000.00'	19°41'38"	343.80'	S09°11'13"E	342.10'
C2	1000.00'	20°14'03"	353.07'	S29°24'46"E	351.24'
C3	1000.00'	3°58'05"	69.27'	S40°06'48"E	69.25'
C4	1000.00'	4°53'21"	85.31'	S44°02'55"E	85.28'
C5	1000.00'	18°23'06"	321.00'	S53°27'39"E	319.63'
C6	1000.00'	3°19'26"	58.00'	S63°25'36"E	57.99'
C7	1000.00'	4°48'21"	83.93'	S68°49'47"E	83.90'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S80°06'11"E	22.16'
L2	S80°06'11"E	32.00'
L3	S80°06'11"E	1.89'
L4	S80°06'11"E	34.00'
L5	S09°53'49"W	28.52'
L6	S09°53'49"W	43.53'
L7	N23°35'00"E	32.48'
L8	N23°35'00"E	18.00'
L9	S80°06'11"E	6.00'
L10	N24°04'33"W	52.89'
L11	S07°00'11"W	29.46'
L12	N80°06'11"W	31.22'
L13	N80°06'11"W	108.00'
L5	S09°53'49"W	28.52'

LEGEND

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FPL-AFE	FLORIDA POWER & LIGHT ACCESS AND ELECTRICAL EASEMENT
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———	MATCHLINE
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BK: 4954 PG: 1964

ARCHITECTURAL DESIGN GUIDELINES

FOR

HOLLY FOREST

COPY

Revised _____, 2018

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INTRODUCTION

This document is intended to serve as architectural guidelines for Holly Forest, 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 _____ (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:

COPY

Architectural Review – Holly Forest
Attn: John Metcalf
111 Nature Walk Parkway, Suite 104
St. Augustine, Florida 32092

and

_____
Attn:_____
_____
_____

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.

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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 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 feet (1') above ground level. (See Section 4.2). The homebuilder may obtain master approval of typical landscaping and irrigation plans in lieu of the individual lot plan submissions.

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

COPY

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 may be waived by a written instrument executed by the Review Parties. 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 Reginal 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.

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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.

COPY

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.

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

Botanical Name	Common Name
Ilex Cornuta Rotunda	Dwarf Holly
Juniperus spp.	Various Juniper Ground Covers
Liriope Muscari	Lily Turf
Ophiopogon japonicus	Mondo Grass
Arachus glabrate	Perennial Peanut
Trachelospermum asiaticum	Small Leaf Jasmine

4.9.2 SHRUBS (Hedge and accent)

Botanical Name	Common Name
Raphiolepsis 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
Crataogus 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

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4.9.3 SHADE TREES

Botanical Name	Common Name
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 minimum 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.) – 1,400 square feet
53 foot wide lots (approx.), or larger – 1,600 square feet

The Review Parties, in their sole discretion, may grant up to a 10% 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). Single Family homes shall have no more than two (2) shingle colors permitted within the Community, which shall be **DUAL BLACK and HARVARD SLATE**. Townhomes shall have no more than one (1) shingle color permitted within the Community, which shall be Dual Black or Harvard Slate. Metal accent roofs (only) shall be allowed and all such roofs shall only be 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, board and batten, hardie shake, stucco or brick shall be permitted. All exterior siding will be finished, painted, stained or otherwise protected from the elements of nature.

5.3.5 It is recommended that the homes on comer 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.

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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 single-family homes shall have a minimum of two (2) car garages and all townhomes shall have a minimum of one (1) car garage.

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

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

subdivision.

5.5.4 Driveways shall be constructed with pavers. Pavers shall be required to be one color throughout the Community, with the color to be determined during the review of the plans for the initial homes to be constructed within the Community.

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.

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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 The only types of fencing allowed on lots within the Community are privacy fencing and aluminum fencing as described and defined in this section 5.10. Privacy fencing shall be six feet (6') high and comprised of solid vinyl or PVC material that is five feet (5') high with vinyl or PVC lattice that is one foot (1') high. The color of all vinyl or PVC fencing shall be white. Aluminum fencing shall be four feet (4') high with vertical members no closer than four inches (4") apart and with two (2) horizontal members, one near the top and one near the bottom of the fencing. All aluminum fencing shall be black in color.

5.10.2 Privacy fencing shall not be allowed on corner lots, lakefront lots, or facing

the front of any lot.

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 house. The portion of the fence from the house to the side lot line shall be aluminum. Where a privacy fence joins the aluminum fence the privacy fence panel joining the aluminum fence shall slope down to the height of the aluminum fence. Structural side and support post shall face the inside of the lot.

5.10.4 No fences are allowed in front yards except the Review Parties may allow builders to fence front yards of model homes. Front yard fencing of model homes shall be aluminum and must be removed when the home is no longer used as a model home.

5.10.5 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.

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5.10.6 The Review Parties may allow fencing of corner lots with aluminum fencing after review of specific lot configurations and site plans. Any fencing allowed on corner lots must be screened from view by Ligustrum, Wax Myrtle or other similar approved landscaping.

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, tennis court, 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 and Tennis Court

Any swimming pool or tennis court to be constructed on any lot shall be subject to

the review and approval of the Review Parties.

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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 statues, 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.

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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 D**.

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 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.

5.21 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.

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

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

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

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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 NA
- Pre-approved house plan with site plan, landscape plan and exterior colors NA
- Landscape plan and exterior colors submitted after original submittal NA
- Resubmittals NA
- Miscellaneous approvals for pools, screen enclosures, fencing, etc. on new construction NA
- New construction plan submittals must be accompanied by a check payable to _____.

COPY

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 The Hutson Companies in the amount of $150.

SUBMITTAL FEES ARE SUBJECT TO CHANGE

Exhibit C

For Sale Signs

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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.

Exhibit D

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.