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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

SILVERLEAF MASTER

THIS DOCUMENT PREPARED BY:

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DECLARATION OF COVENANTS AND RESTRICTIONS FOR SILVERLEAF MASTER

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR SILVERLEAF MASTER ("**Declaration**") is made this 14th day of June, 2019, by **WHITE'S FORD TIMBER, 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.

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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 Amenities. All recreational facilities more particularly described in Article XI.

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

2.3 Board. The Board of Directors of the Association.

2.4 **Building Site.** Each separate parcel of land within the Property which is hereafter conveyed or designated by the Declarant, or which is designated by an Owner pursuant to Section 7.7 hereof, consisting of an integral unit of land suitable for development by construction of Multi-Family Improvements. No Building Site shall include any portion of the Common Area owned in fee simple by the Association.

2.5 **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.

2.6 **County.** St. Johns County, Florida.

2.7 **Declarant.** White's Ford Timber, 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 White's Ford Timber, LLC as the Declarant of the Property is not intended and shall not be construed, to impose upon White's Ford Timber, LLC any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots or parcels within the Property from White's Ford Timber, LLC and develop and resell the Lots or parcels.

2.8 **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.

2.9 **Future Development Area.** A portion of the real property designated for residential development on Map H-Master Development Plan which is included in the DRI, as it may be amended from time to time, sufficient for the development of a minimum of five thousand (5,000) Residential Dwelling Units.

2.10 **Lot.** Each platted lot located within the Property which is designated on the applicable recorded plat, or by recorded covenant or deed restriction, for single family or townhome residential use. No Lot shall include any portion of the Common Area or any other portion of the Property owned by the Association.

2.11 **Member.** Any Owner of any Lot or other parcel located within the Property on which one or more completed Residential Dwelling Units are located. Such completion shall be evidenced by the issuance of a certificate of occupancy or similar approval by the County, or other governmental authority having jurisdiction.

2.12 **Multi-Family Improvements.** Any proposed or completed improvements located within the Property intended and designed for use as attached Residential Dwelling Units, including without limitation, any apartment units, condominium units, townhomes,

cooperative apartments or duplex units, regardless of whether such Multi-Family Improvements shall be owned individually or collectively by one (1) or more Owners.

2.13 Owner. The record owner or owners of any Lot or Building Site.

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

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

2.16 Residential Dwelling Unit. Any improved portion of the Property located within a Lot or Building Site and intended for use as a residential dwelling, including without limitation, any detached residential dwellings, condominium units, townhouse units, apartment units, duplexes or other attached residential dwellings. The term Residential Dwelling Unit shall not, however, mean or refer to (i) any hotel or motel room which is not declared to the condominium form of ownership, or otherwise subject to separate ownership; or (ii) any timeshare condominium unit.

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

2.18 Subassociation. Any residential property owners or condominium association (other than the Association) formed as a Florida non-profit corporation whose members are comprised of Owners. Further, in the event any group of Owners shall be members of more than one residential or commercial property owners or condominium association which would otherwise qualify as a Subassociation, the Association's Board of Directors, acting in its sole discretion, shall designate only one such property owners association which shall be deemed a Subassociation for purposes of this Declaration.

2.19 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) such additional land is located within the Future Development Area, or (b) such additional land is 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 (c) 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 the County 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 the County 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.** Except for the Amenities, 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 (by, for example, designating any portion of the Property 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 land subject to the DRI shall be deemed substantially contiguous). For so long as the Declarant shall own any portion of the Future Development Area, the Declarant may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Declarant's sole discretion. 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 the County 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 2.5 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.

(a) 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 the County and in accordance with the PUD. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System, as more particularly set forth in the applicable permits for its construction and operation, including without limitation, any temporary or permanent wetland mitigation monitoring that may be required by such permits. Maintenance of the Surface Water or Storm Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SJRWMD. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. 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.

(b) Nothing contained in this Declaration shall obligate the Association to operate, maintain or repair any Surface Water or Stormwater Management System that by applicable permit is to be maintained by any Subassociation or other entity. However, in the

event that any Subassociation shall for any reason fail to maintain any portion of the Surface Water or Stormwater Management System for which it is responsible, or any other portion of the Property or other property or improvements located in the vicinity of the Property, as required by law, the Association shall have the right, but not the obligation, to perform such maintenance on behalf of the Subassociation upon not less than fifteen (15) days prior written notice to the Subassociation. Any and all costs and expenses incurred by the Association in performing such maintenance on behalf of a Subassociation, shall be recoverable by the Association in accordance with applicable law.

4.5 Easement for Maintenance Purposes. The Declarant hereby reserves for itself, the 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 the Surface Water or Stormwater Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration or as provided by law. This easement shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any lawfully improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of this easement, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

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ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENTS

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

5.2 Purpose of Assessments; Special Assessments.

(a) The annual assessments levied by the Association against all Members shall be used for the purposes of operational expenses, management and accounting fees, taxes, insurance, utility charges, maintenance, repair 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, to fund debt service and other changes related to loans obtained by the Association

from time to time, 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, including without limitation the Surface Water or Stormwater Management System and any Amenities. The maintenance responsibilities of the Association payable through assessments levied against the Members shall specifically include, but not be limited to, the perpetual maintenance of all or any portion of the Surface Water or Stormwater Management System permitted by the SJRWMD, Permit Number(s) 99446-18, as amended from time to time, including all operation, sampling, testing, monitoring, reporting and maintenance requirements as specified by the permit. 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 Members as provided in Section 5.3.

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

(a) Owners of Lots and Building Sites shall pay a pro rata share of annual and special assessments based upon assessment equivalents allocated among the Owners as provided in subparagraph (b) of this Section 5.3 (the "Assessment Equivalents").

(b) The share of the total annual assessment and any special assessments imposed by the Board of Directors, pursuant to this Declaration shall be allocated among the Owners of the Lots and Building Sites and as follows:

(i) The Owners of Lots shall pay annual and special assessments based upon one (1) Assessment Equivalent for each Lot owned by such Owners.

(ii) The Owners owning Building Sites upon which Multi-Family Improvements are located or authorized for construction by Declarant, shall pay annual and special assessments based upon one (1) Assessment Equivalent for each Residential Dwelling Unit located upon each Building Site. In the event any Building Site is declared to the condominium form of ownership, the assessments allocated to the Building Site shall be divided equally among the condominium units which are constructed on the Building Site. The Association shall have all rights of enforcement provided under Section 5.6 against each individual condominium unit and the Owner thereof, for the assessments and other sums due the Association which are attributable to each such condominium unit.

(c) The assessment obligations of each Member other than the Declarant shall commence upon the recordation of this Declaration in the current public records of the County. 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 semi-annually. Special assessments shall be collectible in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

(d) Assessments payable by Members who are members of a Subassociation, shall be collected from such Members by the Subassociation and remitted by the Subassociation to the Association. Assessments payable by Members who are not members of a Subassociation, shall be remitted directly to the Association by such Members. Notwithstanding the collection of assessments due the Association by any Subassociation, nothing contained herein shall affect the Association's right to directly enforce each Member's individual obligation to pay assessments to the Association pursuant to this Declaration.

5.4 Area Assessments. The Board of Directors may establish and levy annual and special assessments to fund the operation and maintenance of the Restricted Common Area, the Amenities and specific services authorized by the Board from time to time, which shall benefit only specific portions of the Property, including without limitation, the cost of security services and certain costs attributable to the Amenities (the "Area Assessments"). The Area Assessments shall be levied against only those portions of the Property that receive the benefit of such services and shall be allocated among only the Owners of those Lots and Building Sites located within such portions of the Property, based upon the allocations established by Section 5.3. The boundaries of the portions of the Property that are deemed to receive the benefit of the Area Assessments authorized by this Section 5.4 shall be determined by the Board in its sole discretion.

5.5 Capital Contributions. Upon the initial conveyance to any party (the "**Buying Party**") of any completed Residential Dwelling Unit, the Buying Party shall be required to make a one-time capital contribution to the Association in the sum of Three Hundred and No/100 Dollars ($300.00) per Residential Dwelling Unit. Capital contributions collected pursuant to this Section 5.5 may be used for any purpose reasonably contemplated by this Declaration or the Association's Articles of Incorporation or Bylaws, as determined in the reasonable discretion of the Association's Board of Directors.

5.6 Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Association. The lien of the Association shall be effective from and after recording in the public records of the County, a claim of lien stating the description of the encumbered Lot or Building Site, the name of the Member, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs 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 Member 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 Member. There shall be added to the amount of such delinquent assessment, the costs of collection incurred by the Association which shall specifically include without limitation, reasonable attorneys' fees for pre-trial negotiations, trial preparation, trial, appeal and in bankruptcy proceedings. Upon receipt of a written request from any Member, the Association shall provide such Member with a written statement of all assessments and other charges due or to become due from such Member to the Association, which shall be binding on the Association through the date indicated on the Association's written statement.

5.7 Subordination of Lien to Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the lien for assessments which have become due and payable prior to a sale or transfer of the applicable Lot or Building Site 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 or Building Site from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. Notwithstanding any provision of this Declaration to the contrary, nothing contained herein shall relieve any lender or mortgage holder of the obligation to pay assessments due to the Association pursuant to Section 720.3085 Florida Statutes (2018), or any law of similar import.

5.8 Declarant's Assessments. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below), the Lots, Building Sites and other portions of the Property owned by the Declarant shall not be subject to any annual, special or other 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 Members 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 portion of 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 and Building Sites 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 or Building Sites within the Property.

5.9 Bulk Rate Service Agreements. Subject the Declarant's express prior written consent, as a common service to the Owners, the Association may, but shall not be obligated to, enter into contracts ("**Common Service Contracts**"), including bulk rate service agreements, with providers ("**Service Providers**") of cable television, internet access, security, telephone and similar utilities for the construction, management, maintenance, modification and operation of

such systems and utilities ("**Common Systems**"). All expenses incurred by the Association in connection with any Common Service Contract or Common System shall constitute an expense which may be funded through the collection of assessments pursuant to this Article V; provided however, if particular or additional services or benefits are provided to particular Lots or building parcels, the benefitted Owner shall pay the Service Provider directly for such services, or the Association may assess such costs as an Area Assessment pursuant to Section 5.4 hereof. The terms of any Common Service Contract may obligate individual Owners to execute subscription agreements or other contracts directly with the applicable Service Providers, or alternatively, the Association may execute Common Service Contracts on behalf of all Owners. All such agreements or other contracts may contain terms and conditions relating to the use and access of the systems described therein which, if violated by the Owner or any other person, may result in services to the applicable Lot or building parcel being terminated by the Service Provider or the Association. The termination of service for such a violation shall not relieve the applicable Owner of the continuing obligation to pay that portion of assessments or other Association charges pertaining the applicable Common Service Contract or Common Systems. The Association shall have no obligation to utilize any particular Service Provider and all Common Service Agreements shall contain such terms and provisions as the Association shall reasonably deem appropriate in its sole discretion.

5.10 Disclaimers as to Bulk Services. With respect to any Common Systems that are provided pursuant to Section 5.9, all Owners and occupants of any portions of the Property are hereby notified as follows:

(a) All Service Providers and the Common Systems provided by them may be subject to federal, state or local regulations, laws and ordinances. Such regulations, laws and ordinances may have a significant impact on certain aspects of the Common Systems including, but without limitation, the fees charged, the method of delivery and the relative rights and responsibilities of the Common System users and Service Providers. The impact of all such regulations, laws and ordinances are beyond the control of the Declarant and the Association, and accordingly, neither the Declarant nor the Association shall have any responsibility to any Owner therefor.

(b) Each Owner acknowledges and agrees that the Declarant and the Association, by virtue of their respective contractual relationships with Service Providers, may gain access to information relating to the individual use of the Common Systems by Owners including account and content information. In recognition of this fact, each Owner waives any privacy rights that such Owner may have in any such information, as well as any claims relating thereto against the Declarant, the Association or their respective affiliates, successors, assigns, constituent members or related parties. Further, each Owner acknowledges and agrees that the acquisition of such information by the Declarant or the Association shall not create any duty on the part of the Declarant, the Association or any other party to act in any manner with respect to such information.

(c) Neither the Declarant nor the Association nor any of their respective affiliates, successors, assigns, constituent members or related parties shall be liable to any Owner or other party for any direct, indirect, incidental, special, punitive, consequential or other damages, losses, allegations, claims, suits or other proceedings, expenses, liabilities or costs

(including attorneys' fees), including without limitation, loss of profits, earnings, business opportunities, data, inaccuracy of data, cost of procurement of substitute goods or services or personal injury (including death) resulting from, arising out of or in connection with, directly or indirectly, any Owner's or other party's use of any Common System services provided pursuant to a Common Service Contract, including without limitation (i) any contention that the use of a Common System by an Owner or other party infringes on the copyright, trademark, patent, trade secret, confidentiality, privacy or other intellectual property or contractual right of any party; (ii) mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, non-deliveries, mis-deliveries, transmission or any failure of performance of the Common System; (iii) acts or occurrences beyond the reasonable control of applicable Service Providers, including without limitation, fire, lightening, explosion, power surge or failure, wars, acts of God, any law, order, regulation or requirement of any governmental or legal body or representative thereof; (iv) the content of services available on the internet or otherwise through any Common System, including the accuracy, quality and confidentiality of information obtained through third parties through such Common System; or (v) the activities of other internet users in accessing or monitoring any Owners' or other parties' personal computers or use thereof.

(d) Neither the Declarant nor the Association nor their respective affiliates, successors, assigns, constituent members or related parties shall be responsible for any damages, including the loss or damage of destruction of property, personal injury (including death), lost data, lost profits or lost opportunities, resulting from any interruption or termination of any services provided to Owners by any Common System. Each Owner acknowledges that all such services are subject to periodic interruption from time to time.

5.11 Notice of Transfer. Prior to the conveyance or transfer of any Lot or Building Site, each 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 the Lot or Building Site. All such assessments, costs and other charges shall be paid simultaneous with the closing of such Owner's conveyance or transfer of the Lot or Building Site, 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 the Lot or Building Site shall be subject to the Association's lien for such unpaid sums as more particularly set forth in this Article V. Following the closing of any such conveyance or transfer, the new Owner shall, within fifteen (15) days of the effective date of such conveyance or transfer, notify the Association of the name and mailing address of the new Owner.

ARTICLE VI
UTILITY PROVISIONS

6.1 Water System. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. To the extent and as required by the County or any other governmental agency, reclaimed water shall be used for irrigation purposes on all Lots and Building Sites. 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 individual

potable water supply system or well for consumptive or irrigation purposes shall be permitted on any Lot or Building Site without the prior written consent of the Association.

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

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

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

ARTICLE VII
USE RESTRICTIONS AND RIGHTS AND EASEMENTS RESERVED BY DECLARANT

7.1 **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.

7.2 **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.

7.3 **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.

7.4 **Agricultural Uses.** Nothing contained herein shall prohibit the Declarant from using the Property, or any portion thereof owned by Declarant, for any long term or interim agricultural, recreational, pasture land, wood lot, managed forest, conservation area or similar

use or uses including, without limitation, any such uses or the like described under the provisions of Section 193.461, Florida Statutes (2016), as amended, or any similar or subsequent "Green Belt" law that may be enacted and amended from time to time.

7.5 **Owners' Responsibilities.** All Lots, Building Sites and improvements shall be maintained by their respective Owners in a manner consistent with the Design Guidelines, the general appearance of other portions of the Property and standards of maintenance consistent with a first class mixed use development. The Owner of each Lot or Building Site shall at all times keep the exterior of all buildings and the grounds and landscaping thereon in good order and condition and free of litter. Operations, maintenance and repair activities shall be conducted in such a manner so as not to damage, injure, destroy or interfere with the operation and maintenance of the Common Area. Each Owner shall reimburse the Association for the cost of any repairs or replacements to the Common Area caused by such Owner or such Owner's tenants, agents, employees, contractors or invitees. If any Owner shall fail to adequately maintain such Owner's Lot or Building Site or any improvements located thereon, or shall fail to repair, correct or mitigate any damage to the Common Area within seven (7) days after receipt of written notice from the Association requiring that such action be taken, the Association shall be entitled to take such action at the Owner's expense. Each Owner shall be personally liable to the Association for all direct or indirect costs incurred by the Association in the performance of such repairs or maintenance, the payment of which shall be secured by a lien upon such Owner's Lot or Building Site, as applicable. Such lien shall be enforceable by the Association in the same manner as liens for assessments are enforced pursuant to Article V of this Declaration.

7.6 **Nuisances and Other Impermissible Uses.** No portion of the Property shall be used in a manner that would constitute a nuisance. A nuisance shall be defined to include the emanation of any objectionable noise or sound; vibration; electro-mechanical or electro-magnetic disturbance, field or radiation; smoke; infestation by rodents, insects, or microorganisms; the emission of noxious, hazardous, toxic or corrosive fumes, liquids, substances or materials; the emission of dust, dirt or fly ash; or the use, production, storage or handling of flammable or explosive materials or of controlled or regulated hazardous or toxic materials except in accordance with validly issued and existing governmental permits and regulations. Such usage may be objectionable if it so annoys or disturbs any Owner or tenant, or the owners or occupants of real property located adjacent to the Property, and obstructs or interferes with the reasonable or compatible use of any other portion of the Property or adjacent real property, or so as to render usage of any Lot or Building Site or any improvements thereon dangerous or damaging to persons or property or to cause usage of any portion of the Property or any improvement thereon to violate federal, state, county or municipal law. No Owner or tenant may use any portion of the Property in such a manner as to increase the fire insurance rating applicable to present or future improvements owned by other Owners or tenants.

7.7 **Subdivision.** No Owner shall subdivide any Building Site in a manner that would violate the provisions of the DRI, the PUD or this Declaration. Further, in order for any such subdivision to be effective under the terms of this Declaration, the Owner subdividing a Building Site shall be required to deliver written notice of such subdivision to the Association. Upon the Association's receipt of such written notice, the new Building Sites created by the subdivision of the original Building Site shall be deemed to have been created for purposes of this Declaration.

7.8 Lakes. No Owner or other party other than Declarant or the Association shall have the right to pump or otherwise remove any water from any lake located within or adjacent to the Property and constituting part of the Surface Water or Stormwater Management System for which the Association has maintenance responsibility, without the Declarant's prior written consent, which consent may be withheld for any reason in the Declarant's sole discretion. The Declarant and the Association shall have the sole and absolute right 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 gas or diesel driven boat shall be permitted to be operated on any such lake, except by the Declarant, the Association or their respective employees, agents or independent contractors for the purposes of operation, repair or maintenance of such lakes. All lake and lake bank areas located within the Common Area shall be maintained by the Association with sufficient grass, planting or other lateral support so as to control erosion of the embankment adjacent to such lakes. All lake bank areas located within or adjacent to any Lot or Building Site shall be so maintained by the Owners thereof. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Association or the applicable Owner in accordance with the standards described in Section 7.5. Title to any Lot or Building Site shall not include ownership of any riparian rights over any lake located within the Property. 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 located within 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 by the Declarant.

7.9 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 without the consent or joinder of any person 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.

7.10 Easement for Utilities. The Declarant reserves for itself, and it successors and assigns, a perpetual, non-exclusive blanket easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair, use and maintenance of all utility and service lines in systems, public and private, including, but not limited to water, sewer, drainage, irrigation, telephone and electric lines and systems. The easement reserved hereby shall in no way affect any other valid and enforceable easements affecting the Property. Upon the construction of a building on a Lot or Building Site, the easement reserved hereby shall be automatically terminated with respect to the portion of the Lot or Building Site on which such building is located. No utility improvements may be installed or constructed within a Lot or Building Site by any party without not less than fifteen (15) days prior notice to the Owner of the portion of the Property upon which such utility improvements are to be constructed, which notice shall include a reasonably specific description of the proposed utility improvements. Any

damage to improvements resulting from the exercise of the easement rights reserved by this Section 7.10, shall be repaired by the party constructing the utility improvements.

7.11 **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 7.11 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.

7.12 **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.

7.13 **Additional Utility Easements.** The Declarant reserves for itself, and its successors and assigns, a perpetual, exclusive easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, for propane or natural gas pipes, mains and related equipment, or for any improvements used in connection with providing cellular telephone service on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. With the exception of temporary overhead utility lines used in connection with the development of the Property, all cables located within the Property shall be installed and maintained underground. For purposes of this Section 7.13, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

7.14 **Easements for Maintenance Purposes.** The Declarant reserves for itself, the Association, and their respective agents, employees, successors and assigns, easements, in, on, over and upon the Property as may be reasonably necessary for the purpose of preserving, maintaining or improving roadways, landscaped areas, wetland areas, lakes, ponds, hammocks, wildlife preserves or other Common Areas, the maintenance of which may be required to be performed by the Declarant or the Association.

7.15 **Owners' Rights as to Easements.** Each Owner shall acquire no right, title or interest in any of the pipes, lines or facilities located within any easement area reserved by this Declaration or created by any separate instrument. Any improvement constructed in violation of the terms of any easement applicable to any portion of a Lot or Building Site shall be removed

upon the demand of the applicable easement holder at the sole cost and expense of the party constructing such improvement.

7.16 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.

ARTICLE VIII
ARCHITECTURAL CONTROL

8.1 Architectural Review and Approval. No landscaping, improvement or structure of any kind, including without limitation, any building, fence, well, screen enclosure, swimming pool, well, sewer, drain, disposal system, landscape device or object, well, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, or upon the Common Area, nor shall any addition, change or alteration be made, unless and until the applicable plans, specifications and location have been submitted to and approved in writing by the Declarant or the Declarant's designee. All plans and specifications, which without limitation shall include all exterior colors and materials, shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural design guidelines which may be imposed from time to time by the Declarant (the "**Design Guidelines**"). It shall be the burden of each Owner to supply complete plans and specifications to the Declarant and no plan or specification shall be deemed approved unless a written approval is granted by the Declarant to the Owner submitting same. The Declarant shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Declarant to the Owner submitting same.

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

(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 VIII. 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 VIII, 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.

8.3 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.

8.4 Assignment; Termination. The Declarant reserves the right to assign to the Association in whole or in part, or to terminate as to all or any portion of the Property, its reserved rights under this Article VIII. Upon assignment the Association shall automatically assume all of the Declarant's obligations under this Article VIII that pertain to such assigned rights, and 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 VIII that are assigned to the Association. Any such assignment or termination shall be evidenced by an instrument executed by the Declarant and recorded in the public records of the County.

8.5 Payment of County Fees.

(a) Improvements to be constructed within the Property are subject to a variety of utility connection fees and impact fees (including without limitation, impact fees for roads, public capital facilities, law enforcement, fire and rescue, parks and schools) (together, the "**County Fees**") imposed by the County. The County Fees may be due and payable to the County prior to issuance by the County of a building permit for improvements to be constructed upon the Property. In consideration of the Declarant's donation of certain payments and real property to the County, the Declarant may receive in the future, County Fee credits from the County. These County Fee credits are transferable to other owners of real property that is located within the Property. As a result, the County may establish, County Fee credit accounts on behalf of the Declarant against which the Declarant or its assigns can draw when new

improvements are constructed within the Property in lieu of the payment of the County Fees to the County.

(b) Prior to applying for any building permit for construction of any improvements upon any Lot, each Owner shall provide the Declarant with notice of the Owner's intention to apply for such building permit. The Owner's notice shall include a general description and the approximate square footage of such improvements. The Declarant shall advise the Owner within five (5) days after receipt of the notice of the availability of County Fee credits. If the Declarant has County Fee credits available, then the Owner shall purchase such County Fee credits from the Declarant and the Declarant shall assign such credits to the Owner by use of a fee voucher approved by the County. The Owner shall notify the County at the time of application for a building permit of its intent to use a County Fee voucher from the Declarant. Each Owner shall pay the Declarant for the County Fee credits in an amount equal to the then current amount of the applicable County Fees.

(c) In the event that an Owner shall pay any County Fees to the County at a time when the Declarant has County Fee credits available for assignment to such Owner, such payment to the County shall not relieve the Owner from the obligation to purchase County Fee credits from the Declarant in accordance with this Section 8.5.

(d) Notwithstanding any provision of this Declaration to the contrary, this Section 8.5 shall not be amended or terminated without the prior written approval of the Declarant, and any attempt to amend or terminate this Section 8.5 without such approval shall be null and void.

8.6 Limited Liability. IN CONNECTION WITH ALL REVIEWS, ACCEPTANCES, INSPECTIONS, PERMISSIONS, CONSENTS OR REQUIRED APPROVALS BY OR FROM THE DECLARANT AS CONTEMPLATED BY THIS ARTICLE VIII, THE DECLARANT, THE ARB AND THE 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 ARB OR THE ASSOCIATION.

ARTICLE IX
NOTICE OF PERMIT REQUIREMENTS

9.1 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 AND/OR THE ASSOCIATION AND THE DECLARANT AND/OR THE ASSOCIATION HAVE THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE DECLARANT AND/OR THE

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 OR BUILDING SITE 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 OR BUILDING SITE, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO THE OWNER'S LOT OR BUILDING SITE 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 AND/OR THE ASSOCIATION IS CITED THEREFOR, THE OWNER AGREES TO INDEMNIFY, DEFEND AND HOLD THE DECLARANT AND/OR THE 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 X
INSURANCE

10.1 Common Area Insurance. The Declarant or the Association shall obtain casualty insurance for all insurable improvements on or serving the Common Area, including personal property and fixtures, to the extent that the same are a part of or serve the Common Area, against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost thereof. The Declarant or the Association shall also obtain commercial liability insurance covering the Common Area for the hazards of premises operations or actions arising out of bodily injury, property damage, false arrest, invasion of privacy or slander, which policy shall afford coverage of at least $1,000,000.00 for any single occurrence with respect to the hazards enumerated therein. All policies must provide that they may not be canceled or substantially modified by any party without at least 10 days prior written notice to the Declarant and the Association. Premiums for all such insurance shall be common expenses paid for by the Association from funds raised by assessments.

10.2 Damage and Destruction. Immediately after any damage or destruction by fire or other casualty to any part of the Common Area that is covered by insurance providing coverage to the Association or the Declarant, the Association or the Declarant, as the case may be, shall proceed with the filing and settlement of all claims arising under such insurance. In the event the insurance proceeds paid to the Association or to the Declarant are not sufficient to

defray the cost of such repair or reconstruction, the Board shall levy a special assessment against all Owners in sufficient amounts to provide funds to pay such excess costs of repair or reconstruction. In the event of such damage or destruction, reconstruction or repair shall be commenced within 60 days of the casualty.

10.3 Owner's Insurance. Each Owner shall obtain and maintain insurance, at its own expense, affording broad form public liability coverage and fire and extended casualty coverage for such Owner's property and all improvements located thereon; provided, however, that no Owner shall maintain insurance coverage in any manner that decreases the amount that the Association or the Declarant, on behalf of all Owners and their mortgagees, may realize under any insurance policy that the Association or Declarant may have in force with respect to the Common Area.

ARTICLE XI
AMENITIES

11.1 Authorization. The Association is and shall be authorized to construct, operate, maintain and repair recreational facilities which may be located in multiple locations within the Property, and which may include swimming pools, workout rooms, tennis courts, restaurants, playing fields, play grounds, dog parks, walking trails, open space and similar facilities (together, the "**Amenities**").

11.2 Funding. If the Association shall at any time construct, acquire, lease or otherwise operate any Amenities, the Association's costs incurred in connection with the financing, leasing, operation, maintenance and repair of such Amenities may be funded with annual assessments, special assessments or Area Assessments levied in accordance with Article V hereof, or with user fees established pursuant to Section 11.3.

11.3 Use Rights. The Board may from time to time establish levels of permissible use by the Members and may specify Area Assessments or user fees that must be paid by certain Members as a condition to using certain facilities within the Amenities. In no event shall any Member be required to pay any assessment, user fee or other charge related to the Amenities, unless such Member shall be granted the right to use specifically identified facilities included within the Amenities, all as specified by the Board in its sole and reasonable discretion. Further, the Board may, in its sole and reasonable discretion, make the Amenities available to persons who are not Members on a fee for use basis.

ARTICLE XII
GENERAL PROVISIONS

12.1 Ground Leased Land. Where all or any part of a Lot has been leased by the Owner of the fee simple title to the Lot under a ground lease having an original term of not less than ten years, then so long as such ground lease shall remain in effect, all references in this Declaration to "Owner" shall be deemed to refer to the lessee under the ground lease, and any lien arising under the provisions of Article V shall attach only to the interest in the Lot of the lessee under the ground lease. The Association's reasonable identification of any party deemed to be an "Owner" pursuant to this Section 12.1 shall be dispositive.

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12.2 Declarant's Reserved Rights Re: Easements. Notwithstanding any provision of this Declaration to the contrary, the Declarant shall have the right to specifically define or amend the boundaries or extent of any easement, license, or use right reserved or granted pursuant to the terms hereof. At any time, the Declarant shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use right, or the Declarant may specifically define or amend such boundaries by the designation thereof on one or more recorded plats of portions of the Property. The Declarant's determination of the boundary and extent of any easement, license or use right reserved or granted pursuant to this Declaration in accordance with this Section 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.

12.3 Remedies for Violations.

12.3.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration, it shall be lawful for the Association, the Declarant or any Owner (i) to prosecute proceedings at law for the recovery of damages against those violating or attempting to violate the covenant or restriction; or (ii) to maintain any proceeding against those violating or attempting to violate the covenant or restriction for the purpose of preventing or enjoining all or any violations, including seeking mandatory injunctions requiring compliance with the provisions of this Declaration. The ACOE and the SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or SJRWMD. In the event of a dispute arising under this Declaration, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recovery of its reasonable attorneys' fees and costs which shall include attorneys' fees and costs for pretrial preparation, trial, appeal and in bankruptcy proceedings. Such attorneys' fees and costs shall include attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline. The remedies described in this Section 12.3.1 shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

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

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

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

the Declarant may include in any contract, deed or other instrument covering all or any part of the Property, any additional covenants or restrictions which are not inconsistent with and which do not lower standards established by this Declaration. Further, any portion of the Property which shall be approved for development of townhomes or condominium units shall be subject to specific covenants and restrictions, or declarations of condominium, as applicable, which shall be administered by a subassociation for each townhome or condominium development.

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

12.7 Termination or Amendment. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Declarant, the Association and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Declarant owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Declarant. Further, until such time as the Declarant shall no longer be entitled to elect a majority of the members of the Board, subject to the requirements of Section 720.3075(5), Florida Statutes (2013), the Declarant shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Area, must have the prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to any permit issued by the ACOE must have prior written approval of ACOE. Any amendment to this Declaration shall be executed by the Association and Declarant, if applicable, and shall be recorded in the current public records of St. Johns County, Florida.

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

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

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

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

12.12 Disclaimers as to Water Bodies. NEITHER THE DECLARANT, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "**LISTED PARTIES**") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

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

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

[Signatures on next page]

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed under seal this 14th day of June, 2019.

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

Name Printed: Travis Hutson

Name Printed: Kathy Merrow

WHITE'S FORD TIMBER, LLC, a Florida limited liability company

By: Hutson Management, Inc., a Florida corporation, its Manager

By:
Name Printed: John G. Metcalf
Title: Vice President

COPY

STATE OF FLORIDA FL }

COUNTY OF St. Johns }

The foregoing instrument was acknowledged before me this 14th day of June, 2019, by John G. Metcalf, the Vice President of Hutson Management, Inc., a Florida corporation, the Manager of **WHITE'S FORD TIMBER, LLC,** a Florida limited liability company, on behalf of the corporation and on behalf of the company.

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

(Print Name Katherine Merrow)
NOTARY PUBLIC, State of Florida
Commission # GG295065
My Commission Expires: 1/24/23
Personally Known ✓
or Produced I.D.
[check one of the above]
Type of Identification Produced

EXHIBIT A

Legal Description of the Property

A portion of Sections 31 and 32, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwest corner of said Section 32; thence North 88°41'52" East, along the Southerly line of said Section 32, a distance of 1479.21 feet; thence North 01°18'08" West, departing said Southerly line, 369.25 feet to the Point of Beginning.

From said Point of Beginning, thence North 47°54'55" West, 1156.03 feet; thence North 02°54'55" West, 35.36 feet; thence North 42°05'05" East, 91.00 feet; thence North 47°54'55" West, 80.00 feet; thence South 42°05'05" West, 91.00 feet; thence South 87°05'05" West, 35.36 feet to a point lying on the Southeasterly prolongation of the Southerly limited access right of way line of State Road No. 23, Parcel No. 104, Part "A", as described and recorded in Official Records Book 4140, page 1063, of said Public Records; thence North 47°54'55" West, along said Southeasterly prolongation and along said Southerly limited access right of way line, 914.63 feet; thence Easterly, along said Southerly limited access right of way line, the following 7 courses: Course 1, thence North 06°13'46" East, 360.86 feet; Course 2, thence North 53°58'04" East, 462.85 feet to the point of curvature of a curve concave Southerly having a radius of 2198.00 feet; Course 3, thence Easterly along the arc of said curve, through a central angle of 38°27'17", an arc length of 1475.21 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 73°11'43" East, 1447.68 feet; Course 4, thence South 87°34'39" East, 601.88 feet; Course 5, thence South 89°52'05" East, 300.24 feet; Course 6, thence South 87°34'39" East, 122.24 feet to the point of curvature of a curve concave Northerly having a radius of 14876.00 feet; Course 7, thence Easterly along the arc of said curve, through a central angle of 06°46'49", an arc length of 1760.39 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 89°01'57" East, 1759.36 feet; thence Due South, departing said Southerly limited access right of way line, 2427.22 feet; thence North 81°41'13" West, 1721.87 feet; thence South 02°41'00" West, 167.07 feet; thence South 29°53'57" West, 128.11 feet; thence South 42°05'05" West, 225.97 feet; thence North 47°54'55" West, 619.11 feet; thence South 42°05'05" West, 80.00 feet to a point on a curve concave Southerly having a radius of 25.00 feet; thence Westerly along the arc of said curve, through a central angle of 68°11'47", an arc length of 29.76 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 82°00'49" West, 28.03 feet; thence Westerly along the arc of a curve concave Northerly having a radius of 150.00 feet, through a central angle of 16°30'31", an arc length of 43.22 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 72°08'34" West, 43.07 feet; thence Southwesterly along the arc of a curve concave Southeasterly having a radius of 25.00 feet, through a central angle of 50°09'06", an arc length of 21.88 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 55°19'16" West, 21.19 feet; thence Southwesterly along the arc of a curve concave Northwesterly having a radius of 825.00 feet, through a central angle of 11°50'21", an arc length of 170.47 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 36°09'54" West, 170.17 feet; thence South 42°05'05" West, 171.12 feet; thence North 47°54'55" West, 150.00 feet; thence South 42°05'05" West, 91.00 feet; thence South 87°05'05" West, 35.36 feet to the Point of Beginning.

Containing 215.10 acres, more or less.

EXHIBIT B

Articles of Incorporation

(see next page)

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ARTICLES OF INCORPORATION
OF
SILVERLEAF MASTER
OWNERS ASSOCIATION, INC.
(a corporation not-for-profit)

I. **NAME AND DEFINITIONS.**

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

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

The location of the corporation's principal office and its mailing address shall be 111 Nature Walk Parkway, Suite 104, St. Augustine, Florida 32092, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

III. **PURPOSES.**

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

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

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

C. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the requirements of St. Johns River Water Management Permit No. 99446-18, as the same may be amended from time to time, and applicable SJRWMD rules, and to assist in the enforcement of the restrictions and covenants contained therein and in any Permits issued by the ACOE as the same may be amended from time to time.

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

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

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

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

IV. **GENERAL POWERS.**

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

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

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

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

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

E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments. The foregoing shall include without limitation, the power to levy and collect adequate assessments against the Members for (i) the costs of maintenance, repair and operation of the Surface Water or Stormwater Management System, including without limitation, the maintenance of mitigation or preservation areas and work within retention areas, drainage structures and drainage easements, and (ii) the construction, operation, maintenance and repair of the Amenities.

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

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

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

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

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

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

V. **MEMBERS.**

The members ("Members") shall consist of the Declarant and each Owner of a Lot or other parcel within the property on which one or more Residential Dwelling Units have been completed. Such completion shall be evidenced by a certificate of occupancy or similar authorization by the County or other governmental entity having jurisdiction.

VI. **VOTING AND ASSESSMENTS.**

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

1. The Members who are members of Subassociations shall vote collectively through the Subassociations and such Subassociations shall be entitled to exercise the number of votes equal to the number of Assessment Equivalents attributable to the Lots and Building Sites owned by Owners who are members of the respective Subassociations. The votes of Members who are members of Subassociations shall be exercised by an officer of the applicable Subassociation designated by the board of directors of the Subassociation.

2. The Members other than the Declarant who are not members of Subassociations shall have one vote for each Assessment Equivalent attributable to the Lots or Building Sites owned by them, which shall be exercised directly by such Owners or their authorized representatives.

3. The Declarant shall have the number of votes equal to the number of votes allocated to the Members other than the Declarant, plus one vote. The Declarant shall have such voting rights for so long as it shall have the right to appoint a majority of the Board of Directors, or until it shall voluntarily relinquish its right to vote in Association matters, whichever shall first occur.

B. When a Member is comprised of one or more persons or entities, all such persons shall be Members, and the vote(s) for the applicable portions of the Property shall be exercised as they among themselves shall determine. The votes allocated to any Member pursuant to these Articles, cannot be divided for any issue and must be voted as a whole. The affirmative vote of a majority of the votes allocated to the Members cast at any duly called meeting of the Members at

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which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

C. The Association will obtain funds with which to operate by assessment of the Members in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto. Any Member who is delinquent in the payment of any monetary obligations due the Association for more than ninety (90) days may be deemed by the Board of Directors to be not in good standing with the Association for the period of time that such delinquency shall continue.

VII. BOARD OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. Directors need not be Members of the Association and need not be residents of the State of Florida. Until the Members other than the Declarant become entitled to elect a majority of the members of the Board of Directors pursuant to Section 720.307, Florida Statutes (2013), the Declarant shall have the right to appoint all of the Directors; provided however, the Members other than the Declarant shall become entitled to elect at least one (1) Director at such time and in the manner prescribed by Section 720.307, Florida Statutes (2013). The Declarant shall be entitled to elect at least one (1) Director for such time and in the manner prescribed by Section 720.307, Florida Statutes (2013).

B. Elections of members of the Board of Directors shall be by plurality vote. Directors shall initially serve one (1) year terms; provided however, at the first annual election of the Board of Directors following the date that the Members other than the Declarant shall become entitled to elect a majority of the Directors, the terms of office of the three (3) Directors receiving the highest number of votes shall be established at two (2) years, and the remaining two (2) Directors shall serve for terms of one (1) year each. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of each Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified. In no event can a Board member appointed by the Declarant be removed except by action of the Declarant. Any Director appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor Director may be appointed, at any time by the Declarant.

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

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

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

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

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

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

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VIII. **OFFICERS.**

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

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

IX. **CORPORATE EXISTENCE.**

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

X. **BYLAWS.**

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

XI. **AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.**

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes represented in person or by proxy at a meeting of the Members at which a quorum is present.

XII. **INCORPORATOR.**

The name and address of the Incorporator is as follows:

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

XIII. **INDEMNIFICATION OF OFFICERS AND DIRECTORS.**

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

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as a Director or officer of the Association or as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or

investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

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

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

XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

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

XV. DISSOLUTION OF THE ASSOCIATION.

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

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

2. Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the portion of Property which is owned by the Member at that time, and

the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

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

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

XVI. MERGERS AND CONSOLIDATIONS.

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

[Signatures begin on following page]

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IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 10th day of May, 2019.

Signed, sealed and delivered
in the presence of:

(Print or Type Name)

(Print or Type Name)

John G. Metcalf
Incorporator

STATE OF Fl.)
)SS
COUNTY OF St. Johns)

The foregoing instrument was acknowledged before me this 10th day of May, 2019, by John G. Metcalf, the Incorporator of **SILVERLEAF MASTER OWNERS ASSOCIATION, INC.**, on behalf of the corporation.

(Print Name) Katherine Merrow
NOTARY PUBLIC
State of Florida at Large
Commission # 295065
My Commission Expires: 1/24/23
Personally Known ✓
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

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

(((H19000156884 3)))

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

SILVERLEAF MASTER OWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 111 NATURE WALK PARKWAY, SUITE 102, ST. AUGUSTINE, FLORIDA 32092, HAS NAMED JOHN G. METCALF, WHOSE ADDRESS IS 111 NATURE WALK PARKWAY, SUITE 102, ST. AUGUSTINE, FLORIDA 32092, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

SILVERLEAF MASTER OWNERS ASSOCIATION, INC.

By: _____
John G. Metcalf
Incorporator
Dated: May 10, 2019

COPY

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

_____
John G. Metcalf
Registered Agent
Dated: May 10, 2019

111 Nature Walk Parkway, Suite 102
St. Augustine, Florida 32092

EXHIBIT C

Bylaws

BYLAWS

OF

SILVERLEAF MASTER OWNERS ASSOCIATION, INC.

COPY

I. DEFINITIONS.

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

II. LOCATION OF PRINCIPAL OFFICE.

The office of the Association shall be at 111 Nature Walk Parkway, Suite 104, St. Augustine, Florida 32092, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS.

The Members and the Declarant, as long as it owns any Property subject to the Declaration, shall have the voting rights as set forth in the Articles, provided that any person or entity who holds any interest in a Lot or Building Site only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

IV. BOARD OF DIRECTORS.

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

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

V. ELECTION OF DIRECTORS.

A. Nominations for the election of Board members (other than Board members appointed by the Declarant) shall be made by the Nominating Committee described in Article IX hereof, or by self-nomination by any member who is eligible to serve as a director. The Nominating Committee shall make as many nominations as it shall in its discretion determine.

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

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

D. No Member who is not in good standing with the Association may be nominated to serve as a Director. All questions as to the good standing of any Member shall be determined by the Board in its sole discretion.

E. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the discretion of the Board, by mail provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled by the Members other than the Declarant, (ii) set forth the names of those nominated for each such vacancy, and (iii) set forth the names of those appointed to the Board by the Declarant. The Members who are members of Subassociations shall collectively vote through the Subassociations as provided in the Articles.

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

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

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the Members.

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

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

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

5. To appoint committees, adopt and publish rules and regulations governing matters of common interest to the Members, including without limitation, the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

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

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

8. To supervise the enforcement of the provisions of any covenants and restrictions enforceable by the Association, including without limitation, the administration of any provisions for the imposition of fines contained therein.

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

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

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

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

3. With reference to assessments of the Association:

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

(b) To fix the amount of any necessary special assessments and to provide notice thereof as provided by law;

(c) 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

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

VII. DIRECTORS MEETINGS.

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

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

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

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

VIII. OFFICERS.

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

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

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

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

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

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

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

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

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

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

IX. COMMITTEES.

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

X. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association shall retain the

minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

XI. MEETINGS OF MEMBERS.

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

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

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least thirty (30) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles 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, or Subassociations representing, thirty percent (30%) of the total votes in the Association as established by the Articles, shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles, or these Bylaws.

XII. PROXIES.

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

B. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property.

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

XIII. **SEAL.**

The Association may have a seal in circular form having within its circumference the words: SilverLeaf Master Owners Association, Inc., not for profit, 2019.

XIV. **AMENDMENTS.**

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

XV. **INCONSISTENCIES.**

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

COPY

Adopted by the Board of Directors of SilverLeaf Master Owners Association, Inc., a Florida non-profit corporation, at a duly called meeting of the Board of Directors held on June 14, 2019.

By: _____
Kathy Merrow, Secretary

EXHIBIT D

Common Area

No Common Area is designated as of the date of this Declaration.

COPY