

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SILVER FALLS

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FOR
SILVER FALLS

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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SILVER FALLS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR SILVER FALLS ("**Declaration**") is made this 16th day of April, 2024, by LENNAR HOMES, LLC, a Florida limited liability company (the "**Declarant**" or "**Lennar**"), joined by and AG EHC II (LEN) MULTI STATE 1, LLC, a Delaware limited liability company ("**AG**"), and by SILVER FALLS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), and also joined by WHITE'S FORD TIMBER, LLC, a Florida limited liability company (the "**Master Declarant**").

R E C I T A L S

- A. The Declarant and AG are collectively the record title owners of the real property located in St. Johns County, Florida, more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("**SILVER FALLS**" or the "**Property**").
- B. The Declarant and AG, with the consent and approval of the Master Declarant, hereby desire to subject the Property to this Declaration, which Property 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.
- C. SILVER FALLS is a portion of the master planned community known as "SILVERLEAF" (the "**Master Community**"), as more particularly described in that certain DECLARATION OF COVENANTS AND RESTRICTIONS FOR SILVERLEAF MASTER, recorded in Official Records Book 4743, Page 1063, of the public records of St. Johns County, Florida (as now or subsequently amended, modified, restated, replaced or supplemented, the "**Master Declaration**"), which instrument establishes a general plan of restrictions for the administration, maintenance, preservation, use and enjoyment of lands within the Master Community.
- D. SILVER FALLS is subject to the Master Declaration and the jurisdiction of the Master Association (as defined herein).
- E. The Association constitutes a "Subassociation" (as defined in the Master Declaration) under the Master Declaration, and is being formed pursuant to the Master Declaration and has concurrent and supplemental jurisdiction with the Master Association.

- F. The Declarant has the right to acquire the Property subject to this Declaration from AG pursuant to that certain Option Agreement dated April 12, 2022 (as may be amended from time to time, the “**Option Agreement**”), entered into between AG, as the record title owner of the Property as of the date of the Option Agreement, and the Declarant, as evidenced by that certain Memorandum of Option Agreement recorded in Book 5537, Page 741 of the public records of St. Johns County, Florida.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, the Declarant and AG hereby declare that every portion of SILVER FALLS is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

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 (as defined herein), 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, and are intended to create rights, easements, privileges and authority in favor of Declarant as provided herein.

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 AG. AG EHC II (LEN) MULTI STATE 1, LLC, a Delaware limited liability company and its affiliates.

2.2 ARB. The Architectural Review Board for SILVER FALLS established pursuant to Section 9 hereof. By acceptance of a deed to a Lot (as defined herein), each Owner acknowledges and agrees such Owner and Lot are subject to the ARB and the Master Architectural Reviewer (as defined herein).

2.3 Association. The SILVER FALLS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit and its successors and assigns. This is the Declaration to which the Articles of Incorporation of the Association (the “**Articles**”) and Bylaws of the Association (the “**Bylaws**”) 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.

2.4 Board. The Board of Directors of the Association.

2.5 Builder. Any person or entity other than the Declarant who acquires an interest in the Property and who is also approved as a “Builder” by the Declarant in writing. The term “Builders” shall collectively refer to all persons or entities meeting the definition of “Builder” as provided herein. AG and any successor homebuilder who acquires a Vacant Lot (as defined herein) from AG for the purpose of the construction and sale of a Home (as defined herein) thereon to an end purchaser, are hereby approved by the Declarant as a “Builder.” To the extent Lennar is no longer the Declarant under this Declaration, but Lennar owns any Lot or other portion of the Property, Lennar shall be considered a “Builder” hereunder.

2.6 Common Area. All real property interests (including easements, licenses and rights to use real property) and personal property located within or adjacent to SILVER FALLS, which is owned by the Association or is otherwise designated as Common Areas from time to time by the Declarant, by a plat or by a recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within SILVER FALLS. The Common Areas may include, without limitation, the Surface Water or Stormwater Management System (as defined herein), the Mail Delivery Center(s) (as defined herein), any wetland conservation areas, entrance features, buffer or landscaped areas, open space areas, internal buffers, perimeter buffers, perimeter walls/fences, retaining walls, irrigation facilities located within the Common Areas, sidewalks, street lights, and commonly used utility facilities. The Common Areas do not include any portion of the Master Common Area (as defined herein). NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF “COMMON AREAS” AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DECLARANT’S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION OF SUCH ITEM AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION. CERTAIN AREAS AND/OR FACILITIES THAT ARE TYPICALLY CONSIDERED “COMMON AREA” OF A DEVELOPMENT OF THIS NATURE HAVE INSTEAD BEEN DESIGNATED AS PART OF THE MASTER COMMON AREA OWNED AND MAINTAINED BY THE MASTER ASSOCIATION. THE COMMON AREA SHALL NOT INCLUDE THE MASTER COMMON AREA.

2.7 County Maintenance Agreement. The Maintenance and Hold Harmless Agreement or similar agreement entered into or to be entered into between St. Johns County and the Association (or St. Johns County and the Declarant and later assigned to the Association) pertaining to the Association’s maintenance of certain improvements owned and/or controlled by St. Johns County.

2.8 Declarant. LENNAR HOMES, LLC, a Florida limited liability company, or any successor or assign who has or takes title to any portion of the Property for development and/or sale and who is designated as the immediately succeeding Declarant in a written instrument duly executed, acknowledged, and recorded in the public records of St. Johns County, Florida. Subject to the rights of AG as set forth herein, Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration, and the Declarant shall also have the right

to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all, of the Declarant's rights and/or obligations, the assignee shall not be deemed the Declarant hereunder (unless expressly provided in such partial assignment), but may exercise only those rights, or shall be responsible for only those obligations, of the Declarant assigned to such assignee. Notwithstanding anything contained herein to the contrary, so long as AG owns any Lot or portion of SILVER FALLS, any assignment of the Declarant's rights under this Declaration shall require the prior written consent of AG, which consent may be withheld in AG's sole and absolute discretion. Any purported assignment without such consent shall be deemed void and of no force and effect. Notwithstanding the foregoing, in the event the Option Agreement is terminated prior to the purchase by Lennar from AG of all of the property subject to the Option Agreement, as evidenced by the recording of a Notice of Termination of Option, AG shall, upon recordation of a Notice to Succeed to Declarant Rights, automatically become the Declarant under this Declaration, in which event all references to "Declarant" shall thereafter mean and refer only to AG or its successors or assigns, and after which event Lennar (or its successors or assigns) shall no longer be the Declarant under this Declaration or be entitled to exercise any of the rights of Declarant (and Lennar shall be a "Builder" as provided herein); provided, however, that AG shall not be liable to any member or any other person for any act or omission of the Declarant including, without limitation, the Declarant's failure to pay any amounts owing or to be paid or reserved for hereunder or as may otherwise be required by statute or at law or to perform any act or obligation required to be performed by the Declarant hereunder or as may otherwise be required by statute or at law, arising prior to the date AG succeeds to the Declarant's rights hereunder, and AG shall assume the obligations under this Declaration only for matters and obligations arising or to be performed from and after the date AG succeeds to the Declarant's rights hereunder, and AG is hereby released and discharged from any and all obligations under this Declaration accruing prior to the date AG succeeds to the Declarant's rights hereunder.

2.9 Declaration. This DECLARATION OF COVENANTS AND RESTRICTIONS FOR SILVER FALLS, together with all amendments, supplements, and modifications thereof.

2.10 Design Guidelines. The architectural and design standards, if any, established by the Declarant or the Board pursuant to Article IX hereof. The Design Guidelines of the Association are separate and distinct from the Master Design Guidelines (as defined herein), and by acceptance of a deed to a Lot, each Owner acknowledges and agrees such Owner and Lot are subject to the Design Guidelines and the Master Design Guidelines (if and when adopted pursuant to the Master Declaration). To the extent of a conflict between the Design Guidelines and additional restrictions or requirements contained in any Master Design Guidelines, the more restrictive provisions shall control. Notwithstanding anything contained herein to the contrary, Declarant, AG, and Lennar and its affiliates and designees shall be exempt from all of the Design Guidelines of the Association.

2.11 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 recorded in Official Records Book 4735, Page 1029, and Resolution No. 2021-551 recorded in Official Records Book 5595, Page 1314, as it has been and may be amended from time to time.

2.12 Governing Documents. This Declaration, the Articles, the Bylaws, the Rules and Regulations (as defined herein), the Design Guidelines, and any applicable Supplementary Declaration (as defined herein), all as amended and/or supplemented from time to time.

2.13 Home. A residential dwelling and appurtenances thereto constructed on a Lot within SILVER FALLS. The term Home may not reflect the same division of property as reflected on a plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of an Owner to pay assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home and will include single family detached residences and townhomes.

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

2.15 Lot. Each platted lot located within the Property.

2.16 Lot Wall/Fence. Any fence or wall built as part of the original construction of two or more Homes that is placed on the dividing line or platted lot line between the Lots of such Homes. The term "Lot Wall/Fence" shall not include Party Walls or Perimeter Walls/Fences (as such terms are defined herein).

2.17 Master Architectural Reviewer. The Architectural Review Board or "ARB" (as defined in the Master Declaration) of the Master Association, if and when established pursuant to the Master Governing Documents (as defined herein). Unless and until such time as any Architectural Review Board or "ARB" is established pursuant to the Master Governing Documents, all references in this Declaration to "Master Architectural Reviewer" shall mean and refer to the Master Declarant.

2.18 Master Association. SILVERLEAF MASTER OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit and its successors and assigns.

2.19 Master Association Assessments. The assessments levied by the Master Association, as more particularly described in the Master Declaration and this Declaration.

2.20 Master Common Area. The Master Community "Common Area" as such term is defined in the Master Declaration. Some components that are typically considered "Common Area" of a development of this nature may instead be designated herein as part of the Master Common Area, as applicable. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE MASTER COMMON AREA ARE NOT COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER

WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE MASTER COMMON AREA BE CONSIDERED AS COMMON AREA OF THE ASSOCIATION.

2.21 Master Design Guidelines. The Design Guidelines (as such term is defined in the Master Declaration) of the Master Association established pursuant to the Master Governing Documents.

2.22 Master Declarant. The “Declarant” as defined in the Master Declaration, which is currently WHITE’S FORD TIMBER, LLC, a Florida limited liability company.

2.23 Master Governing Documents. The Master Declaration (as defined in the above Recitals) as now or subsequently amended, modified, restated, replaced or supplemented, together with all exhibits and ancillary documents referenced therein, including without limitation, the Articles and Bylaws of the Master Association and the Master Design Guidelines.

2.24 Member. The Members of the Association as defined and detailed in the Articles.

2.25 Neighborhood. A group of Homes, Lots and/or other portions of SILVER FALLS designated in this Declaration or otherwise designated in writing by Declarant (prior to the Turnover, as such term is defined herein) or by the Board (after Turnover) as a separate Neighborhood. A Neighborhood may be comprised of more than one housing type and may include noncontiguous Homes.

2.26 Neighborhood Assessments. Assessments levied against the Homes in a particular Neighborhood to fund Neighborhood Expenses, as described in Article V.

2.27 Neighborhood Expenses. The actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners of Homes within a particular Neighborhood, which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may specifically be authorized pursuant to this Declaration or in the Supplementary Declaration(s) applicable to such Neighborhood.

2.28 Owner. The record title owner (whether one or more persons or entities) of fee simple title to any Lot.

2.29 Operating Expenses. All actual and estimated costs and expenses of operating the Association, as provided herein. Operating Expenses may include, without limitation, the following: all costs of ownership, maintenance, operation, and administration of the Common Areas; all amounts payable by the Association under the terms of this Declaration; all expenses and amounts payable in connection with any agreement between the Association and St. Johns County, including without limitation the County Maintenance Agreement, if any; all costs of community lighting including up-lighting and entrance lighting; all amounts payable in connection with any lighting agreement between the Association and a utility provider, if any; all amounts payable in connection with irrigation costs incurred by the Association, costs of utilities; amounts payable by the Association to a telecommunications provider for telecommunications services furnished to Owners, if any; any fees due under a bulk service agreement entered into on behalf of the Owners by the Association or the Declarant, if any; taxes; insurance; bonds; salaries; management fees; professional fees; pest control costs; service costs; costs of supplies;

maintenance, repair, replacement, and refurbishment costs; all amounts payable in connection with Association sponsored social events; and any and all costs relating to the discharge of the Association's obligations hereunder, or as determined to be part of the Operating Expenses by the Board. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include reserves (if any) as described in Article V herein. If any of the foregoing items identified as possible Operating Expenses are included as Neighborhood Expenses, the same shall not be included in Operating Expenses.

2.30 Party Wall. Any fence or wall built as part of the original construction of two or more single family attached Homes on Townhome Lots and that is placed on the dividing line or platted lot line between the Townhome Lots.

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

2.32 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.

2.33 Rules and Regulations. The rules and regulations governing SILVER FALLS as adopted by the Declarant or the Board from time to time. Amendments to the Rules and Regulations may be adopted separately by the Declarant or the Board, as applicable. The Board shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations. Declarant, AG and other Builders are exempt from the Rules and Regulations.

2.34 SFD Lot. Any Lot that has, or is intended to have, a single family detached Home constructed thereon.

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

2.36 Supplementary Declaration. An instrument filed in the public records of St. Johns County, Florida, pursuant to this Declaration which subjects additional property to this Declaration, designates Neighborhoods or service areas, creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by Supplementary Declaration, create additional classes of membership with such rights, privileges and obligations as may be specified in such Supplementary Declaration in recognition of the different character and intended use of the property subject to such Supplementary Declaration. So long as AG is the record title owner of any Lot or other portion of the Property within SILVER FALLS any Supplementary Declaration to this Declaration shall require the prior written approval of AG.

2.37 Surface Water or Stormwater Management System. A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit,

treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C. or regulations of similar import.

2.38 Townhome Lot. Any Lot that has, or is intended to have, a single family attached Home constructed thereon.

2.39 Turnover. The transfer of operation of the Association by the Declarant to Owners, as further detailed in the Articles. Notwithstanding anything to the contrary, as long as Lennar is the Declarant and as long as AG owns any Lot or other portion of the Property, or any annexable property, if applicable, Lennar may not, without the prior written consent of AG, elect to cause the Turnover to occur earlier than the date required by Section 720.307, Florida Statutes (2023).

2.40 Turnover Date. The date on which transition of control of the Association from the Declarant to Owners occurs.

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

3.1 No Implied Extension of Covenants. Each Owner and each lessee and any occupant or user of any improvements constructed on any Lot, by becoming an Owner, occupant or lessee, 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 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 (after the Turnover, and thereafter upon the approval of its Board and with the consent of the owner of the additional land) may, but shall not be obligated to, subject additional land to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be substantially contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, any property that is located within the boundaries of the lands subject to the DRI shall be deemed substantially contiguous) and (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, and shall be responsible for their pro rata share of Operating Expenses and Neighborhood Expenses (as applicable) for which assessments may be levied pursuant to the terms of Article V of this Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Declarant (prior to Turnover) or the Association (after the Turnover, and subject to the limitations in this Section) and the owner of the additional land, as applicable, with respect to the lands to be added. Further, so long as Declarant is the record title owner of any portion of the Property, any Supplementary Declaration shall require the prior written approval of the Declarant, which approval may be granted or withheld in the Declarant's sole discretion. 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. So long as AG is the record title owner of any Lot or other portion of the Property within SILVER FALLS, any Supplementary Declaration shall require the prior written approval of AG.

3.3 Withdrawal of Lands. The Declarant or the Association (after the Turnover, and thereafter the approval of its Board and with the consent of the affected land owner) may, but shall have no obligation to, withdraw at any time, or from time to time, any portion of the Property from the terms and effect of this Declaration. The withdrawal of land shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Declarant (prior to Turnover) or the Association (after the Turnover, and subject to the limitations in this Section) and the affected land owner, as applicable, with respect to the lands to be withdrawn. So long as Declarant is the record title owner of any portion of the Property, any Supplementary Declaration or any amendment to remove or otherwise withdraw or encumber any portion of the Property shall require the prior written approval of the Declarant, which approval may be granted or withheld in the Declarant's sole discretion. Prior to the Turnover Date, any portions of SILVER FALLS (or any additions thereto) may be withdrawn by the Declarant from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the public records of St. Johns County, Florida. The right of the Declarant to withdraw portions of SILVER FALLS shall not apply to any Lot that has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of SILVER FALLS by the Declarant shall not require the consent or joinder of any other party (including, without limitation, the Association, Owners, or any mortgagee), except AG as provided herein. Notwithstanding anything contained herein to the contrary, so long as AG is the record title owner of any Lot or other portion of the Property within SILVER FALLS, any Supplementary Declaration or amendment to this Declaration for the purpose of withdrawing lands from SILVER FALLS shall require the prior written approval of AG.

3.4 Neighborhood Designation. Certain Homes within SILVER FALLS may be located within a Neighborhood. This Declaration or a Supplementary Declaration may designate Homes, Lots, tracts or parcels to a Neighborhood (by name, tract, or other identifying designation), which Neighborhood may be then existing or newly created. So long as it has the right to subject additional property to this Declaration pursuant to Section 3.2 above, the Declarant may amend this Declaration or any Supplementary Declaration to re-designate Neighborhood boundaries. The following Neighborhood is initially hereby designated: all Townhome Lots are hereby designated as the "**Townhome Neighborhood.**"

ARTICLE IV. **COMMON AREA RIGHTS**

4.1 Conveyance of Common Area. Declarant agrees that all of the Common Area owned by Declarant shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record, on or before the date which is one hundred twenty (120) days after the Declarant no longer owns any portion of the Property, and the Association shall accept such conveyance or assignment. Upon the recordation of any deed or

deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

4.2 Owners' Easement of Enjoyment. Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(b) The right of the record title owner of the Common Area to make all or any part of the Common Area available for public use or use shared by any other community association or property association. Without limitation of the foregoing, the Association may enter into agreements to grant leaseholds, memberships, and other possessory or use interests in the Common Area. The Association is hereby expressly authorized to grant such interests and/or enter into such agreements upon the approval of a majority of the Board, and without any vote of the members of the Association, regardless of when the Association enters into such agreement. Notwithstanding the foregoing, for so long as Declarant or any Builder owns any portion of the Property, any such grant or agreement entered into or granted by the Association shall require the prior written approval of the Declarant and any such Builder, which may be withheld in their sole and absolute discretion. Any such grant or agreement by the Association without the approval of the Declarant and any Builder (so long as such party owns any portion of the Property) shall be deemed null and void. The purpose of this Section is to confirm the Board's express authority to grant such interests in the Common Area and enter into such agreements on behalf of the Association without a vote of the members, pursuant to Section 720.31(6), Florida Statutes (2023), subject to the rights of Declarant and Builders as provided herein. Nothing in this Section shall limit the Declarant's right and authority to approve and enter into any such agreements for leaseholds, memberships or other possessory or use interests with respect to SILVER FALLS or any lands or facilities outside of SILVER FALLS prior to the Turnover Date.

(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) Rules and Regulations governing use and enjoyment of the Common Area and other portions of SILVER FALLS adopted by the Declarant or the Association;

(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, to convey, mortgage or otherwise encumber any or all of the Common Area; provided, however, the Board may only convey, mortgage or otherwise encumber the Common Area (i) if prior to the Turnover Date, upon the approval of (a) a majority of the Board; and (b) the written consent of the Declarant, or (ii) from and after the Turnover Date, approval of (a) a majority of the Board; and (b) a majority of

the voting interests of the voting Members present (in person or by proxy) at a duly noticed meeting of the Members.

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. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to the tenants or lessees of such Owner's Home, subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated from time to time. Any such delegation shall not relieve any Owner from its responsibilities and obligations provided herein.

4.3 Right of the Declarant to Designate Property as Common Area or to Withdraw Property from the Common Area. Notwithstanding anything to the contrary contained in this Declaration, the Declarant shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Declarant as Common Area, provided only that such land shall be located within the Property or substantially contiguous to the Property (for purposes of this Section 4.3, any property that is located within the boundaries of the lands subject to the DRI shall be deemed substantially contiguous). For so long as the Declarant shall own any portion of the Property, the Declarant may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Declarant's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect access, availability of utilities, or drainage to or from any Lot, the Declarant shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of such Lot. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of St. Johns County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Declarant shall terminate any and all easements and rights of use of the Owners in such land but shall not otherwise withdraw such land from the provisions of this Declaration unless such withdrawal complies with the requirements of Section 3.3. In the event any land, easements, use rights, or personal property owned by the Association is withdrawn from the Common Area pursuant to this Section 4.3, upon the Declarant's written request, the Association shall promptly execute and deliver to the Declarant any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

4.4 Maintenance of Common Area and Compliance with Applicable Permits. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to any portion of the Property, or any portion thereof) situated on the Common Area, if any. The Association shall maintain the Common Area in accordance with all permit requirements and conditions contained

in applicable dredge and fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers (“ACOE”), Florida Department of Environmental Protection (“FDEP”), St. Johns Water Management District (“SJRWMD”), or St. Johns County, Florida, and in accordance with the PUD. All maintenance obligations of the Association shall be performed as ordered by the Board, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 4.4, shall be part of the Operating Expenses of the Association to be collected and paid in the manner prescribed by this Declaration.

4.5 Easement for Maintenance Purposes. The Declarant hereby reserves for itself, the Association, the Master Association and their respective agents, employees, contractors, successors and assigns, an easement for access in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of access to and maintenance of the Common Area, and other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration, the County Maintenance Agreement or other Agreements, or as provided by applicable law as it exists on the date this Declaration is recorded in the public records of St. Johns County, Florida. 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.

4.6 Additional Right of Association to Enter into Agreements. The Association may enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in other lands or facilities outside of SILVER FALLS, including, but not limited to, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, recreational amenities facilities, and other facilities. Pursuant to Section 720.31(6), Florida Statutes (2023), the Association is hereby expressly authorized to enter into such agreements upon the approval of a majority of the Board, and without any vote of the Members of the Association, regardless of when the Association enters into such agreement. Notwithstanding the foregoing, for so long as Declarant, AG or any other Builder owns any portion of the Property, any such agreement entered into by the Association shall require the prior written approval of the Declarant, AG and/or any such other Builder, as applicable. The purpose of this Section is to confirm the Board’s express authority to enter into such agreements on behalf of the Association without a vote of the Members, pursuant to Section 720.31(6), Florida Statutes (2023), subject to the rights granted in favor of Declarant, AG and Builders as provided herein. Nothing in this Section shall limit the Declarant’s right and authority to approve and enter into any such agreements for leaseholds, memberships or other possessory or use interests with respect to SILVER FALLS or any lands or facilities outside of SILVER FALLS prior to the Turnover Date.

ARTICLE V.

COVENANTS FOR ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed to a Lot or other parcel within the Property, whether or not it shall be so expressed in any such deed or other conveyance, including without limitation, any purchaser at a judicial sale, shall be deemed to covenant and

agree to pay to the Association any annual assessments (or such other periodic assessments charged on such frequency as determined by the Board), Neighborhood Assessments (as applicable), individual assessments and special assessments established and levied pursuant to the terms of this Declaration. All such assessments, together with interest from the due date at the highest lawful rate and costs of collection (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is levied, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment. As Vacant Lots and Spec Lots (as defined herein) may not receive certain services, all Lots shall not be assessed uniformly. Notwithstanding any provision in this Declaration to the contrary, as long as the Option Agreement is in effect, any assessments and other amounts (if any) due hereunder with respect to Lots owned by AG or any other portion of the Property owned by AG shall be the responsibility of and payable by Lennar.

5.2 Purpose of Assessments.

(a) The annual assessments (or such other periodic assessments charged on such frequency as determined by the Board) levied by the Association against all Owners shall be used for the purposes of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, to pay Operating Expenses, to fund the obligations of the Association set forth in Section 4.4 and elsewhere in the Governing Documents, to provide common services to the Owners, collection of amounts necessary to pay any deficits from prior years' operation, 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.

(b) Assessments may be levied for reasonable reserves for any of the aforesaid purposes. Reserves may be created by the approval of a majority of the total voting interests of the Association either at a duly called meeting or by written consent of the Members. Once approved by a majority of the total voting interests of the Association, the Board shall create a "Reserve for Replacement" in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas or any other improvements maintained by the Association. Notwithstanding the foregoing, reserves may be adopted by the Declarant, as the sole Member of the Association, by written consent; provided, however, in no event shall the Declarant be obligated to create such reserves. Reserves for services applicable to a Neighborhood, shall be assessed to and levied against only those Owners of Lots within the applicable Neighborhood benefitted by such services. In the event the Member(s) of the Association approve the establishment of reserves, such reserves shall be included in the budget for the following fiscal year and each year thereafter, unless otherwise waived for such particular year pursuant to Section 720.303, Florida Statutes (2023), and be payable in such manner and at such times as determined by the Association.

(c) Individual assessments may be levied for costs incurred by the Association, or charges, fees or fines levied against a specific Lot or Lots, or the record title owner(s) thereof, which amounts are by their nature applicable only to one or more Lots, but less than all Lots. By way of example and not limitation, in the event an Owner fails to maintain their Lot or the exterior of their Home in a manner required by the Governing Documents, the Association shall have the

right (but not the obligation), through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents shall be an individual assessment. The lien for an individual assessment may be foreclosed in the same manner as any other assessment.

(d) Assessments for which Owners in a particular Neighborhood are subject in order to fund Neighborhood Expenses and any applicable reserves for such Neighborhood, if any, are referred to herein as “**Neighborhood Assessments**.” The Association is hereby authorized to levy Neighborhood Assessments against all Lots subject to assessment in the Neighborhood to fund Neighborhood Expenses. The lien for Neighborhood Assessments may be foreclosed in the same manner as any other assessment.

(e) The Association may levy special assessments for capital improvements, major repairs, emergencies, or nonrecurring expenses, and 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 collectible in advance in the manner established by the Board at the time such special assessments are authorized. Notwithstanding anything contained herein to the contrary, the Declarant shall not be responsible for any special assessments, even after the Turnover. After the Turnover Date, a special assessment may be levied by the Association with the approval of a majority of the Board, and no vote of the Owners shall be required for such special assessment (or for any other assessment) except to the extent specifically provided herein. Prior to the Turnover, a special assessment may be levied by the Association with the approval of (i) a majority of the Board; and (ii) a majority of the Members other than the Declarant has approved the special assessment by a majority vote of such Members present (in person or by proxy) at a duly called special meeting of the membership at which a quorum is present. Special assessments shall be allocated among the applicable Owners as provided in this Declaration and shall be subject to all requirements under Chapter 720, Florida Statutes (2023). For so long as Declarant owns any portion of the Property, no special assessment shall be imposed without the consent of the Declarant.

(f) The designation of assessment type and amount shall be made by the Association. Prior to Turnover, any such designation must be approved by the Declarant. Such designation may be made on the budget prepared by the Association. The designation shall be binding upon all Owners.

5.3 Allocation of Operating Expenses.

(a) Commencing on the first day of the period covered by the annual budget of the Association, and until the adoption of the next annual budget, the assessments for Operating Expenses and reserves (if any) shall be allocated so that each Owner (other than AG) shall pay Operating Expenses, special assessments and reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of all Lots in SILVER FALLS conveyed to Owners other than AG, or any greater number determined by the Declarant from time to time. Notwithstanding the foregoing or anything contained herein to the contrary, Neighborhood

Assessments for Neighborhood Expenses and reserves applicable to only a particular Neighborhood, if any, shall be allocated to and levied against only those Owners within the applicable Neighborhood. The Declarant, in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Lots owned by Owners other than Declarant, AG and other Builders. In addition, any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a “**Vacant Lot**”) and any Lot that has a Home constructed thereon but is owned by the Declarant, a Builder, and/or AG (a “**Spec Lot**”) shall be assessed at ten percent (10%) of the annual assessments and Neighborhood Assessments (if any and as applicable) assessed to Lots with Homes constructed thereon and owned by Owners other than Declarant, AG and other Builders. For avoidance of doubt, as long as the Option Agreement is in effect, any assessments and other amounts (if any) due hereunder with respect to Lots owned by AG or any other portion of the Property owned by AG shall be the responsibility of and payable by Lennar. This lesser assessment amount reflects that Vacant Lots and Spec Lots will not benefit from maintenance and other services provided by the Association. At such time as a Home is conveyed by the Declarant, AG, or a Builder to an Owner, then the Spec Lot shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of the annual assessments, special assessments, and Neighborhood Assessments (if any and as applicable) except as otherwise provided herein. The assessments for Vacant Lots and Spec Lots shall be additional income to the Association and shall be used at the discretion of the Board for any purpose, including, without limitation, future and existing capital improvements, Operating Expenses, Neighborhood Expenses, support costs and/or start-up costs. Vacant Lots and Spec Lots shall not be included in the denominator used to determine each Owner’s pro rata share of the Operating Expenses and reserves (if any), unless otherwise determined by the Declarant in its sole and absolute discretion. In no event, however, shall the Declarant, AG or any other Builders pay special assessments. Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners (including any other Owner who qualifies as a Builder) or the Declarant of any sums due.

(b) In the event the Operating Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Expenses for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of annual assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a special assessment. In the event the Neighborhood Expenses as estimated in the Neighborhood Expenses budget for a particular fiscal year are, after the actual Neighborhood Expenses for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of Neighborhood Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners within the applicable Neighborhood as an individual assessment. The Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in annual assessments, which special assessment shall relate back to the date that the annual assessments could have been made. After the Turnover Date, a special assessment may be levied by the Association with the approval of a majority of the Board, and no vote of the Owners shall be required for such special assessment (or for any other assessment) except to the extent specifically provided herein. Prior to the Turnover, a special assessment may be levied by the Association with the approval of (i) a majority of the Board; and (ii) a majority of the Members other than the Declarant has approved the special assessment by a majority vote of such Members

present (in person or by proxy) at a duly called special meeting of the membership at which a quorum is present. For so long as Declarant owns any portion of the Property, no special assessment shall be imposed without the consent of the Declarant.

5.4 General Assessments Allocation. Annual assessments and reserves (if any) shall be uniform for all Lots improved with a Home, except as provided herein. Special assessments and reserves shall be allocated equally to each Owner, except as provided herein. Notwithstanding the foregoing, Neighborhood Assessments for Neighborhood Expenses, reserves applicable only to a particular Neighborhood (if any and as applicable) shall be allocated to and levied against only those Owners within the applicable Neighborhood. Notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of the Declarant pursuant to Section 5.8 of this Declaration, Vacant Lots and Spec Lots shall be assessed at ten percent (10%) of the annual assessments and Neighborhood Assessments (if any and as applicable) assessed to Lots with Homes constructed thereon and owned by Owners other than Declarant, AG and other Builders. This lesser assessment amount reflects that Vacant Lots and Spec Lots will not benefit from maintenance and other services provided by the Association. At such time a Home is conveyed by the Declarant, AG, or Builder to another Owner, then the Spec Lot shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of annual assessments, Neighborhood Assessments (if any and as applicable), and special assessments, except as otherwise provided herein. Notwithstanding any other provision to the contrary, Vacant Lots and Spec Lots shall not be responsible for reserves.

5.5 Individual Assessments. Except as hereinafter specified to the contrary, individual assessments shall be made against the record title owner of a Lot benefiting from, or subject to, the special service or cost as specified by the Association. The Declarant, AG and Lennar shall not be required to pay individual assessments. Individual assessments shall not be considered a part of the annual assessments or special assessments imposed upon the Property pursuant to this Article V. Any individual assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys' fees, and costs of collection, as provided for in this Article V.

5.6 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Lot to such Owner. The record title owner of a Lot is jointly and severally liable with the previous record title owner of the Lot for all unpaid assessments that came due up to the time of transfer of title. A record title owner of a Lot, regardless of how title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while such person or entity was the record title owner of the Lot. Liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Areas or by abandonment of the Lot upon which the assessments are made.

5.7 Shortfalls and Surpluses. Each Owner acknowledges that because annual assessments, special assessments, Neighborhood Assessments, and reserves are allocated based on the formula provided herein, or upon the number of Lots conveyed to Owners in the prior fiscal year, it is possible the Association may collect more or less than the amount budgeted for Operating Expenses and/or Neighborhood Expenses. Prior to the Turnover, the Declarant shall have the option to (i) pay any Operating Expenses and/or Neighborhood Expenses incurred by the

Association that exceed the assessments receivable from Owners and other income of the Association, including, without limitation, the Initial Contributions and Resale Contributions (as such terms are defined herein), late fees and interest (the “**Deficit**”), or (ii) pay annual assessments and Neighborhood Assessments (if any and as applicable) on Lots owned by the Declarant at the applicable rate of annual assessments and Neighborhood Assessments established for such Lots, including Vacant Lots and Spec Lots. Notwithstanding any other provision of this Declaration to the contrary, the Declarant shall never be required to (i) pay assessments if the Declarant has elected to fund the Deficit instead of paying assessments on Lots owned by the Declarant, (ii) pay special assessments, individual assessments or reserves, or (iii) fund deficits due to delinquent Owners. Any surplus assessments collected by the Association may be allocated towards the next year’s Operating Expenses or, in the Board’s sole and absolute discretion, to the funding of budgeted reserves, if applicable. Any surplus Neighborhood Assessments collected by the Association may be allocated towards the next year’s Neighborhood Expenses or, in the Board’s sole and absolute discretion, to the funding of budgeted reserves applicable to such Neighborhood, if any and as applicable. Under no circumstances shall the Association be required to pay surplus assessments to Owners. The Declarant may, at any time, give thirty (30) days prior written notice to the Association terminating its responsibility for funding the Deficit, and waiving its right to exclusion from assessments. Upon giving such notice, or upon Turnover, whichever is sooner, each Lot owned by the Declarant shall thereafter be assessed at the applicable rate of annual assessments and Neighborhood Assessments (as applicable) established for such Lots and Homes owned by the Declarant, including Vacant Lots and Spec Lots. The Declarant shall not be responsible for any reserves, individual assessments or special assessments, even after the Turnover. The Declarant shall be assessed only for Lots which are subject to the operation of this Declaration, and the Declarant shall only be assessed for Neighborhood Assessments to the extent any such Lot owned by Declarant is located within the applicable Neighborhood. Upon transfer of title of a Lot owned by the Declarant, AG or any other Builder, the Lot shall be assessed in the amount established for Lots owned by Owners other than Declarant, AG and other Builders, prorated as of and commencing with, the month following the date of transfer of title.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(b), FLORIDA STATUTES (2023). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2023), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

5.8 Budgets. The initial budget prepared by the Declarant is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, annual budgets shall be prepared and adopted by the Board. Assessments shall be payable by each Owner as provided in this Declaration. THE BUDGET OF THE ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED.

5.9 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

(a) Annual assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes (2023). The Board may from time to time determine when the annual assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board, the periodic “annual assessments” for SFD Lots shall be collected on an annual basis, and periodic “annual assessments” for Townhome Lots shall be collected in advance on a monthly basis along with the applicable Neighborhood Assessments for such Townhome Lots.

(b) Neighborhood Assessments shall be established by the adoption of a twelve (12) month operating budget with respect to such Neighborhood. The Board may from time to time determine when Neighborhood Assessments will be collected by the Association (i.e. monthly, quarterly, or annually), which may differ depending on the particular Neighborhood. Unless otherwise established by the Board, Neighborhood Assessments shall be collected in advance on a monthly basis.

(c) Special assessments and individual assessments may be established by the Association from time to time, and shall be payable at such time or time(s) as determined by the Board. For so long as Declarant owns any portion of the Property, no special assessment shall be imposed without the consent of the Declarant.

(d) The Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, use fees. The sums for use fees established shall be payable by the Owner(s) utilizing the service or facility as determined by the Association.

5.10 Initial Contribution. The first purchaser of each Home from the Declarant or a Builder, at the time of closing of the conveyance from the Declarant or a Builder to the purchaser, shall pay to the Association an initial contribution in the amount of One Thousand and No/100 Dollars (\$1,000.00) (the “**Initial Contribution**”). The funds derived from the Initial Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to SILVER FALLS, including, without limitation, future and existing capital improvements, Operating Expenses, Neighborhood Expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, a Builder purchasing a Lot from the Declarant and/or AG (as applicable) shall not be obligated to pay the Initial Contribution to the Association, but shall be obligated to collect the Initial Contribution and remit the same to the Association upon conveyance of a Lot to another Owner. Notwithstanding anything contained herein to the contrary, no Initial Contribution shall be due upon any conveyance from Declarant to AG, or from AG to Declarant, or from AG to another Builder.

5.11 Resale Contribution. After the Home has been conveyed to the first purchaser by the Declarant or a Builder, there shall be collected from each purchaser upon every subsequent conveyance of an ownership interest in a Lot by an Owner a resale contribution in the amount of

One Thousand and No/100 Dollars (\$1,000.00) (the “**Resale Contribution**”) payable to the Association. The Resale Contribution shall not be applicable to conveyances from and/or between the Declarant, AG or any other Builder. The funds derived from the Resale Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to SILVER FALLS, including, without limitation, future and existing capital improvements, Operating Expenses, Neighborhood Expenses, support costs and start-up costs. Notwithstanding anything contained herein to the contrary, no Resale Contribution shall be due upon any conveyance from Declarant to AG, or from AG to Declarant, or from AG to another Builder.

5.12 Notice of Transfer; Assessment Estoppel Certificates. No Owner (other than AG or Lennar, in the event Lennar is no longer the Declarant) shall sell, transfer or convey its interest in a Lot or Home unless all sums due to the Association have been paid in full and an estoppel certificate shall have been received from the Association by such Owner (other than AG or Lennar, in the event Lennar is no longer the Declarant). The Association shall prepare and maintain a ledger noting assessments due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner. Within fourteen (14) days of receipt of a written request therefor from an Owner, there shall be furnished to such Owner an estoppel certificate in writing setting forth whether the assessments have been paid and/or the amount that is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any assessment therein stated. The Owner (other than AG or Lennar, in the event Lennar is no longer the Declarant) requesting the estoppel certificate shall be required to pay the Association, or its manager as applicable, a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Following the closing of any such conveyance or transfer of a Lot from an Owner (other than any transfer to Declarant, Lennar or AG), 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.

5.13 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys’ fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of the Association encumbering the Lot and all personal property located thereon owned by the Owner, as applicable, against whom each such assessment is made. The lien is effective from and after recording a Claim of Lien in the public records of St. Johns County, Florida, stating the legal description of the Lot, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each assessment, together with interest, late fees, costs and reasonable attorneys’ fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person or entity that was the record title owner of the Lot at the time when the assessment became due, as well as such record title owner’s heirs, devisees, personal representatives, successors or assigns.

5.14 Subordination of the Lien to Mortgages. The lien for assessments shall be subordinate to (i) the liens of all taxes, bonds, assessments, and other governmental levies which by law would be superior, (ii) the lien for Master Association Assessments, and (iii) the lien or charge of a bona fide first mortgage held by a lender on any Lot, if the mortgage is recorded in the public records of St. Johns County, Florida, prior to the Claim of Lien. The lien for assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a lender, in which event, the acquirer of title, its successors and assigns, shall be liable for assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2023). Any such unpaid assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of the Operating Expenses and/or part of the Neighborhood Expenses, as applicable. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from, the lien of any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A lender shall give written notice to the Association if the mortgage held by such lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such lender. In the event the Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the lender. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to assessments payable by such record title owner with appropriate interest.

5.15 Acceleration. In the event of a default in the payment of any assessment, the Association may accelerate any and all assessments then due for up to the next ensuing twelve (12) month period.

5.16 Non-Payment of Assessments. If any assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five and No/100 Dollars (\$25.00) per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, then to interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent assessment payment first due. The allocation of payment described in the previous sentence shall

apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

5.17 Exemption. Notwithstanding anything to the contrary herein, the Declarant, AG and the Association shall not be responsible for any assessments of any nature or any portion of the Operating Expenses or Neighborhood Expenses, except as the record title owner of a Lot, if applicable. Further, and notwithstanding anything to the contrary herein, the Declarant and AG shall not be responsible for special assessments, individual assessments or reserves. As long as the Option Agreement is in effect, should any assessments or other amounts be due hereunder with respect to the Lots or other portion of the Property owned by AG which remain subject to the Option Agreement, Lennar shall be responsible for the payment thereof. The Declarant, at the Declarant's sole option, may pay assessments on Lots owned by it, or fund the Deficit, if any, as set forth herein. In addition, the Board shall have the right to exempt any portion of SILVER FALLS subject to this Declaration from the assessments, provided that such part of SILVER FALLS exempted is used (and as long as it is used) for any of the following purposes: (i) any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; or (ii) any portion of SILVER FALLS exempted from ad valorem taxation by the laws of the State of Florida or exempted from assessments by other provisions of this Declaration.

5.18 Collection by Declarant. If for any reason the Association shall fail or be unable to levy or collect assessments, then in that event, the Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such assessments by using the remedies available as set forth above, including, but not limited to, recovery of attorneys' fees, paraprofessional fees, and costs at all levels including appeals, collections and bankruptcy. Such remedies shall be deemed assigned to the Declarant for such purposes. If the Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from the Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

5.19 Rights to Pay Assessments and Receive Reimbursement. The Association, the Declarant and any lender shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any assessments or other charges which are in default and which may or have become a lien or charge against any Lot. If so paid, the party paying the same shall be subrogated to the enforcement rights of the Association with regard to the amounts due.

5.20 Mortgagee Right. Each lender may request to the Association in writing that the Association notify such lender of any default of the Owner of the Home subject to the lender's mortgage which default is not cured within thirty (30) days after the Association learns of such default. A failure by the Association to furnish notice to any lender shall not result in liability of the Association because such notice is given as a courtesy to a lender and the furnishing of such notice is not an obligation of the Association to lender.

5.21 Collection from Lessees. If a Home is occupied by a lessee and the Owner is delinquent in the payment of assessments, the Association may demand from the lessee payment to the Association of all monetary obligations, including, without limitation, assessments due from

the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner must be paid to the Association and shall be credited to the monetary obligations of the Owner to the Association; provided, however, if within fourteen (14) days from the receipt of written demand of the Association, the lessee provides the Association with written evidence of making prepaid rent payments, the lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.

ARTICLE VI.

UTILITY PROVISIONS

6.1 Water System. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. Except as otherwise provided herein with respect to irrigation water usage for Townhome Lots, each Owner shall pay water meter charges of the water supplier and, except as otherwise expressly provided in Article VII with respect to Townhome Lots, each Owner 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 and the Limited Common Area serving such Owner's Lot (if and as applicable). No well for consumptive or irrigation purposes shall be permitted on any Lot without the prior written consent of the Declarant or the Board.

6.2 Irrigation Water. Reclaimed or recycled irrigation water will be used within SILVER FALLS and the Association and/or the Master Association shall have the right to enter into a Reclaimed Water Use Agreement or similar agreement for reuse or reclaimed water with St. Johns County from time to time to provide reclaimed or reuse irrigation water to Lots and/or Common Areas. The costs associated with irrigation water usage for all Common Areas shall be deemed part of the Operating Expenses, and each Owner of a Lot shall pay an equal share of such costs. Except as provided herein with respect to Townhome Lots, the costs associated with irrigation water usage for each Lot shall be paid directly by the Owner to the water supplier. Each Home constructed on a SFD Lot shall have a reuse meter for irrigation. The costs associated with irrigation water usage for Townhome Lots shall be part of the Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Townhome Lot shall pay an equal share of such costs. EACH OWNER ACKNOWLEDGES RECLAIMED WATER OR RECYCLED WATER MAY BE USED FOR IRRIGATION PURPOSES. NEITHER THE DECLARANT, AG OR OTHER BUILDERS, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE AVAILABILITY OR QUALITY OF IRRIGATION WATER; PROVIDED, FURTHER, NEITHER THE DECLARANT, AG OR OTHER BUILDERS, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY FOR THE REPLACEMENT OF SOD, GRASS, SHRUBS, TREES, OR OTHER LANDSCAPING WITHIN A LOT NECESSITATED BY THE LACK OF WATER FOR IRRIGATION. FURTHER, NEITHER THE DECLARANT, AG OR OTHER BUILDERS, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY FOR THE REPAIR, REPLACEMENT OR MAINTENANCE OF THE IRRIGATION SYSTEMS DUE TO DAMAGE CAUSED BY THE QUALITY OF THE IRRIGATION WATER.

6.3 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. Except as otherwise expressly provided herein and unless such maintenance and/or repair is conducted by the County or the Association, each Owner of a Lot shall maintain and repair all portions of the sewer lines located within, or which exclusively serve, the Lot 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, retention/detention area, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

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

6.5 Utility Services. Subject to any utility service agreement between the Declarant and/or the Association and the applicable utility provider, 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. MAINTENANCE BY ASSOCIATION AND OWNERS

7.1 Maintenance by Owners. Except as otherwise provided in this Article VII with respect to Townhome Lots, or as otherwise expressly provided elsewhere in this Declaration or an amendment to this Declaration, all Lots and Homes, including, without limitation, all lawns, landscaping, irrigation facilities, driveways, walkways and any property, all structural components comprising the Lot or Home, improvements and appurtenances not maintained by the Association, shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of SILVER FALLS by the record title owner of the applicable Lot. Without limitation of the foregoing, each record title owner of a SFD Lot is specifically responsible for maintaining all grass, trees, landscaping, and irrigation facilities within any portion of the applicable SFD Lot and any associated Limited Common Area. No tree installed by Declarant or a Builder on any Lot shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing SILVER FALLS. If any such tree located on an Owner's Lot or associated Limited Common Area dies or is otherwise removed in accordance with the foregoing sentence, such tree shall be replaced by the Owner of the Lot upon which the tree was located (or the Lot adjacent to such Limited Common Area), at the Owner's expense, by a similar tree of similar size in diameter, unless otherwise approved by the ARB. No other objects or landscaping may be installed in place of any such trees. In the event Lots and Homes and/or Limited Common Areas are not maintained by the record title owner of the Lot in accordance with the requirements of this Section, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the record title owner.

(a) Maintenance of Lots and Limited Common Areas. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or appurtenant Limited Common Area, and no refuse pile or unsightly objects shall be allowed to remain anywhere on a Lot. Except as otherwise expressly provided in this Declaration with respect to Townhome Lots, Lots and appurtenant Limited Common Areas and any improvements located within the Lots and Limited Common Areas, shall at all times be maintained by their respective Owners in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake/water body edge maintenance, all in a manner with such frequency as is consistent with the Landscape Maintenance Standards (as defined below), Design Guidelines and as determined by the Board in its sole discretion. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the Property in accordance with the provisions of this Article VII. Further, in the event that any landscaped or natural areas shall be removed or altered without approval pursuant to Article IX, the Declarant and the Association shall have the right to require that the applicable Owner restore such areas, and such obligation may also be enforced in accordance with the provisions of this Article VII.

(b) Retention/Detention Areas, Lakes and Water Bodies. Lots and Limited Common Areas which are adjacent to or include a portion of a lake, retention/detention area or water body area (the “**Retention/Detention Adjacent Parcels**”) shall be maintained to the water’s edge by the applicable Owner of the Retention/Detention Adjacent Parcel so that the grass, plantings or other lateral support located within the Retention/Detention Adjacent Parcels will prevent erosion of the embankment adjacent to the water body or retention/detention area, and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Master Association. Further, except as otherwise expressly provided in this Declaration with respect to Townhome Lots, all shoreline vegetation shall be maintained and controlled by the Owner of any Retention/Detention Adjacent Parcel pursuant to the requirements in this Article VII. If the Owner of any Retention/Detention Adjacent Parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations, the Association and/or the Master Association shall have the right, but no obligation, to enter upon any such Retention/Detention Adjacent Parcel to perform any maintenance work that may be reasonably required, all at the expense of the Owner of the Retention/Detention Adjacent Parcel pursuant to the provisions of this Article VII.

(c) Landscape Maintenance Standards. The following maintenance standards (the “**Landscape Maintenance Standards**”) apply to landscaping within all SFD Lots and the Limited Common Area adjacent to such SFD Lots:

(i) Trees. Trees are to be pruned as needed and maintained in a safe and appropriate manner, with the canopy no lower than eight feet (8’) from the ground at maturity, unless otherwise stipulated by any applicable law, regulation, or local ordinance.

(ii) Shrubs. All shrubs are to be trimmed as needed and maintained in a neat and appropriate manner.

(iii) Grass.

(1) Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall any lawn within any SFD Lot be in excess of five inches (5") in height.

(2) Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

(3) Grass. Each yard shall be improved with the type of grass approved by the local municipality or other applicable governmental authority at the time of installation, which may include St. Augustine grass (i.e. Floratam or a similar variety) in some areas with code required drought tolerant grass in other areas. Any modification to or replacement of sod and/or landscape by an Owner is subject to the Design Guidelines, the Master Governing Documents, Section 373.185, Florida Statutes (2023), and any other applicable law or local ordinance.

(iv) Mulch. Mulch shall be replenished as needed on a yearly basis.

(v) Insect Control and Disease Control. Insect control and disease control shall be performed on an as needed basis by the record title owner of each SFD Lot. Failure to do so could result in additional liability if the disease and/or insects spread to neighboring Lots and Common Areas, or other property within or around SILVER FALLS. Dead grass and other dead landscaping shall be removed and replaced within thirty (30) days of dying. If St. Johns County code or SJRWMD regulations require Bahia grass for any portion of yards, it shall remain as Bahia and if it dies, may only be replaced in accordance with County code or SJRWMD regulations.

(vi) Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed according to Best Management Practices as provided by the County Extension Service (if any) or The University of Florida IFAS Extension.

(vii) Irrigation. Every Owner shall be required to irrigate the grass and landscaping located on their Lot in a routine and ordinary manner, as may be permitted by SJRWMD and/or County regulations, and shall ensure that sufficient irrigation occurs during all periods when the record title owner is absent from the Lot. Watering and irrigation, including the maintenance, repair and replacement of all irrigation facilities and components, will be the sole responsibility of the record title owner of the respective Lot. Lots shall be consistently irrigated to maintain a green and healthy lawn at all times. Sprinkler heads shall be maintained by the record title owner on a monthly basis. Water spray from sprinklers shall not extend beyond any property line of the respective Lot. Automatic sprinkler systems shall not cause water to run onto neighboring Lots, walkways, streets or the like and shall include a timing system to limit hours of operation. All components of the irrigation system, clock, pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation.

(viii) Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

(ix) Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

(d) Modification of Landscaped Areas. Without the prior written consent of the ARB, no sod, topsoil, tree, shrubbery or other landscaping shall be removed from SILVER FALLS and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ARB, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Lot (including, without limitation, concrete or brick pavers) that result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse the Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water or Stormwater Management System. No landscape lighting shall be installed by an Owner without the prior written approval of the ARB.

(e) Exterior Home Maintenance. Subject to the Association's right, in its sole discretion, to pressure wash/soft wash the roofs and the exterior portions of Homes located within the Townhome Neighborhood as set forth in Section 7.2 below, each Owner is solely responsible for the proper maintenance and cleaning of the exterior walls of his or her Home. Exterior walls may be improved with a finish material composed of stucco or cementitious coating or fiber cement siding/cement lap siding (stucco or cementitious coating or fiber cement siding/cement lap siding is referred to herein as the "**Exterior Finish**"). While Exterior Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of Exterior Finish to experience some cracking and it will expand and contract in response to temperature, sometimes creating minor hairline cracks in the outer layer of the Exterior Finish. This is normal behavior and considered a routine maintenance item for the Owner of the Home. Each Owner is responsible for inspecting the Exterior Finish of the exterior walls for cracking and to engage a qualified professional to seal those cracks and repair the affected area. In addition, each Owner is responsible for inspecting the exterior paint and caulk material in the exterior wall system openings (i.e. windows, doors, hose bibs, etc.) for peeling, cracking or separating. If the inspection reveals any such items, the Owner is responsible for engaging a qualified professional to clean, repair, re-caulk and repaint those areas of the Home. Each Owner is responsible for all maintenance and repairs described in this Section, and they should be completed in a timely fashion to prevent any damage to the Home.

(f) Paved and Concrete Surfaces. Each Owner shall be responsible to timely maintain, pressure/soft wash, repair and/or replace the driveways, walkways, sidewalks, including, without limitation, any concrete or brick pavers, and other paved and concrete surfaces comprising part of such Owner's Lot or located within any applicable Limited Common Area adjacent to such Owner's Lot. In the event St. Johns County or any of its subdivisions, agencies, and/or divisions

must remove any portion of the paved or concrete surfaces located within an Owner's Lot or any applicable Limited Common Area located adjacent to such Owner's Lot, for the installation, repair, replacement or maintenance of utilities or water mains, then the Owner of the applicable Lot will be responsible to replace or repair the paved or concrete surfaces at such Owner's expense. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary maintenance and/or repair and charge the costs thereof, together with interest at the highest rate allowed by law, to the non-complying Owner as an individual assessment. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees, paraprofessional fees, and costs, at trial and upon appeal. Further, each Owner agrees to reimburse the Association for any expense incurred by the Association in connection with any damage to any sidewalk, driveway or walkway caused by such Owner's negligence or willful acts (or the negligent or willful acts of such Owner's lessees, family members, guests, or invitees). Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

(g) Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. The Declarant, AG, Builders, and the Association shall not have liability under such circumstances for any damage or loss that an Owner may incur in the event an Owner fails to maintain their Home in accordance with this provision. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A HOME AND/OR LOT, EACH OWNER, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED THE DECLARANT, AG AND OTHER BUILDERS, AND THE ASSOCIATION FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

(h) Perimeter Walls/Fences. The Declarant and/or its designees or assignees may install perimeter walls or fences within SILVER FALLS (the "**Perimeter Walls/Fences**"). The Association at all times shall have the exclusive right to maintain, repair, and/or replace any Perimeter Walls/Fences within Common Areas. The Association shall perform any such maintenance, repairs or replacement of the Perimeter Walls/Fences at the Board's sole discretion. The costs of such maintenance, repairs or replacement of any Perimeter Walls/Fences within Common Areas shall be Operating Expenses. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct any such Perimeter Walls/Fences.

(i) SFD Lots. Each Owner of a SFD Lot shall be responsible at such Owner's expense for the maintenance, routine cleaning, repair and replacement of any Perimeter Walls/Fences, or portion thereof, located on such Owner's SFD Lot. In the event an Owner does not comply with this Section, the Association may perform the necessary

maintenance and charge the costs thereof to the non-complying Owner as an individual assessment.

(ii) Townhome Lots. The Association at all times shall have the exclusive right to maintain, repair, and/or replace any Perimeter Walls/Fences within the Townhome Lots; however, each Owner of a Townhome Lot shall be responsible for the routine maintenance and cleaning of the interior of any Perimeter Walls/Fences, or portion thereof, located on such Owner's Lot. The Association shall perform any such maintenance, repairs or replacement of the Perimeter Walls/Fences at the Board's sole discretion. Failure of the Association to undertake any such maintenance, replacement or repair of the Perimeter Walls/Fences shall in no event be deemed a waiver of the right to do so thereafter. The costs of such maintenance, repairs or replacement of any Perimeter Walls/Fences within Townhome Lots shall be part of the Neighborhood Expenses for the Townhome Neighborhood. In the event an Owner does not comply with this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an individual assessment.

(i) Limited Common Area Improvements. Except as otherwise provided in this Article VII with respect to Townhome Lots, each Owner shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the irrigation facilities, trees, sidewalk, driveway and landscaping located in the applicable Limited Common Area adjacent to such Owner's Lot. The Declarant and/or Builders may install sidewalks, walkways, driveways and other improvements, including, without limitation, landscaping, yard drains and/or drainage pipes (collectively, the "**LCA Improvements**") within any applicable Limited Common Area for such Lot. Except as otherwise provided in this Article VII with respect to Townhome Lots, each Owner shall be responsible for maintaining all LCA Improvements located within any applicable Limited Common Area adjacent to such Lot. Except as otherwise expressly provided in this Article VII with respect to limited Townhome Lot maintenance conducted by the Association, the Limited Common Area adjacent to an Owner's Lot and LCA Improvements will not be maintained by the Association, St. Johns County, or any other governmental entity. Every Owner of a SFD Lot shall be required to maintain the grass and landscaping located within such Limited Common Area in accordance with the Landscape Maintenance Standards. No tree installed by the Declarant and/or a Builder within such Limited Common Area shall be felled, removed, or cut down unless such tree represents an immediate hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing SILVER FALLS. If any such tree dies, or is removed in accordance with this Section, then such tree shall be replaced at the expense of and by the Owner of the Lot immediately adjacent to the felled tree with a similar tree approved by the ARB. Except as otherwise expressly provided in this Article VII with respect to Townhome Lots, the Declarant, the Association, St. Johns County, and their respective agents, employees, directors, officers, members, managers, shareholders, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns, shall not have any responsibilities for maintaining the Limited Common Area or LCA Improvements, or for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action arising out of or relating to the LCA Improvements, including, without limitation, any claim based on the design, placement, installation, or maintenance of the LCA Improvements. Except as otherwise expressly provided in this Article VII with respect to Townhome Lots, each Owner hereby assumes all obligations for maintaining the Limited Common Area and LCA Improvements located adjacent to such Owner's Lot and hereby indemnifies and

agrees to hold the Declarant, the Association, Builders (including without limitation, AG), St. Johns County or any other governmental entity, harmless from any and all loss arising from claims by an Owner, its lessees, family members, guests and invitees, or any other persons for any personal injury or property damage in connection with the Limited Common Area or LCA Improvements.

(j) Water Mains and Improvements within Lots. In the event St. Johns County or any of its subdivisions, agencies, and/or divisions must remove or damage any portion of a driveway, landscaping, or other improvements located on an Owner's Lot or the Limited Common Area immediately adjacent to such Lot in connection with St. Johns County's operation, maintenance or repair of any water line or sanitary sewer line or other maintenance conducted by St. Johns County, if applicable, then the Owner of the Lot upon which such driveway, landscaping, or other improvements are located or adjacent to such Limited Common Area upon which such improvements are located, shall be responsible to replace or repair such driveway, landscaping, or other improvement at such Owner's expense, if such expenses are not paid for by St. Johns County. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary repair and/or replacement and charge the costs thereof to the non-complying Owner as an individual assessment. In the event that the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees, paraprofessional fees, and costs, at trial and upon appeal. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

(k) Roofs and Roof Maintenance.

(i) Roof Maintenance by Owner. Except as provided in Section 7.2 herein with respect to nonstructural repair and replacement of roofs on Townhome Lots by the Association, each Owner of a Home shall routinely maintain, repair, and replace the roof of his or her Home in a safe, neat and appropriate manner, including roof trusses or other structural components of the roof. For purposes of uniformity, Owners of Homes located on Townhome Lots sharing an attached roof, consisting of all roofs of all attached Homes for a particular building, are encouraged to repair the roofs of all such attached Homes for such building concurrently, and the Board or the ARB shall have the right to require such shared roofs be replaced within forty-five (45) days after notice by the Board or the ARB to the Owners of applicable Homes. Neither the Association nor the Declarant has any obligation whatsoever to become involved in any dispute between Owners in connection with shared roofs, including any repair thereof. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

(ii) Shared Roof Restrictions and Owner Obligations. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party roofs and liability for personal damage due to negligence of willful acts or omissions shall apply to all shared roofs on Homes located within Townhome Lots. In the event any portion of any structure or facility, as originally constructed, including, without limitation, any roof shared between Homes, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for

continuing maintenance and use of the projection for such shared roof. Subject to applicable building codes, the Owner of a Home sharing a roof with an adjoining Home shall not make any alterations, additions or structural changes in the shared roof without the joint agreement of all of the Owners sharing the roof and the written consent of the Board. Each Owner sharing a roof shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing such roof. Except as expressly set forth in Section 7.2 below, each Owner shall be responsible for the maintenance, repair and replacement of the roof of such Owner's Home. To the extent a roof shared by multiple Lots needs to be maintained, repaired or replaced by the record title owners of such Lots, the cost of such maintenance, repair and/or replacement shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, subject, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. In the event an Owner shall fail or refuse to pay his/her pro rata share of costs of repair, maintenance, or replacement of a shared roof (whether or not through his/her own fault or the failure of his/her insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the public records of St. Johns County, Florida, and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of the construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date repairs or replacements are made to the shared roof, and suit thereon shall be commenced one (1) year from the date such lien is filed.

(l) Paint. Except as otherwise expressly provided in Section 7.2 below, the exterior of Homes shall be repainted by the Owner of such Home within forty-five (45) days of notice by the ARB and/or the Board to the Owner of the applicable Lot.

(m) Pressure Washing/Soft Washing. Subject to the Association's discretion to pressure wash the roofs and the exterior portions of Homes located within the Townhome Neighborhood pursuant to Section 7.2 below, each Owner shall be responsible, at their sole cost and expense, for pressure washing/soft washing the driveways, sidewalks, walkways, roofs and the exterior portions of such Owner's Home, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. Each Owner shall conduct such pressure washing/soft washing on a routine basis, and in no event later than thirty (30) days after notice by the Board or the ARB to the Owner of the applicable Lot. In the event an Owner does not comply with this Section, the Association may perform the necessary maintenance required by this Section and charge the costs thereof to the non-complying Owner as an individual assessment. CLEANING SOME SURFACES WITH HIGH PRESSURE MAY CAUSE DAMAGE TO THE SURFACE OF CERTAIN STRUCTURES AND A SOFT WASH MAY BE REQUIRED. PRIOR TO ANY PRESSURE WASHING/SOFT WASHING, EACH OWNER SHOULD OBTAIN FROM THE MANUFACTURER OF THE AREA TO BE CLEANED, THE PROPER CLEANING INSTRUCTIONS TO ENSURE NO DAMAGE IS CAUSED TO THE SURFACE AND TO ENSURE COMPLIANCE WITH THE MANUFACTURER'S MAINTENANCE REQUIREMENTS FOR WARRANTY PURPOSES, IF ANY.

(n) Lot Walls/Fences. Each adjoining Owner's obligation with respect to Lot Walls/Fences shall be determined by this Declaration, except as otherwise required by Florida law.

(i) Sharing Repair and Maintenance. Each Owner shall maintain the exterior surface of a Lot Wall/Fence facing his/her Lot. Except as provided in this Section, the cost of reasonable repair shall be shared equally by adjoining Lot Owners.

(ii) Damage by One Owner. If a Lot Wall/Fence is damaged or destroyed by the act of one adjoining Owner, or his/her guests, lessees, licensees, agents or family members (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the Lot Wall/Fence to its prior condition without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss or liabilities. Notwithstanding anything to the contrary in this Section, the Declarant and the Association have the right to enforce the provisions of this Section; however, neither the Declarant nor the Association shall have any obligation whatsoever to enforce the provisions of this Section or become involved in any dispute between Owners in connection with this Section. No Owner shall violate any of the following restrictions and any damage (whether cosmetic or structural) resulting from violation of any of the following restrictions shall be considered caused by the Owner causing such action or allowing such action to occur on such Owner's Lot:

(1) No Owner shall allow any tree to grow within six feet (6') of any Lot Wall/Fence (with such distance measured from the above-ground part of the tree that is nearest to the Lot Wall/Fence within five feet (5') of the ground level of the tree, including any portion of the root system that is not completely covered by soil); and

(2) No Owner shall allow attachment of anything, including but not limited to any climbing plant or vine, to any Lot Wall/Fence.

(iii) Other Damage. If a Lot Wall/Fence is damaged or destroyed by any cause other than the act of one of the adjoining Owners, his/her agents, lessees, licensees, guests or family members (including ordinary wear and tear and deterioration from lapse of time), then the adjoining Owners shall rebuild or repair the Lot Wall/Fence to its prior condition, equally sharing the expense; provided, however, that if a Lot Wall/Fence is damaged or destroyed as a result of an accident or circumstances that originate or occur on a particular Lot (whether or not such accident or circumstance is caused by the action or inaction of the Owner of that Lot, or his/her agents, lessees, licensees, guests or family members) then in such event, the Owner of that particular Lot shall be solely responsible for the cost of rebuilding or repairing the Lot Wall/Fence and shall immediately repair the Lot Wall/Fence to its prior condition.

(iv) Right of Entry. Each Owner shall permit the Owners of adjoining Lots, or their representatives, to enter his/her Lot for the purpose of installations, alteration, or repairs to a Lot Wall/Fence on the Lot of such adjoining Owners, provided that other than for emergencies, requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner of the adjoining Lot. An adjoining Owner making

entry pursuant to this Section shall not be deemed guilty of trespassing by reason of such entry. Such entering Owner shall indemnify the adjoining Owner from any consequential damages sustained by reason of such entry.

(v) Right of Contribution. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

(vi) Consent of Adjoining Owner. In addition to meeting the requirements of this Declaration and of any applicable building code and similar regulations or ordinances, any Owner proposing to modify, alter, make additions to or rebuild (other than rebuilding in a manner materially consistent with the previously existing Lot Wall/Fence) the Lot Wall/Fence, shall first obtain the written consent of the adjoining Owner, which shall not be unreasonably withheld, delayed or conditioned.

(o) Party Walls.

(i) General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within SILVER FALLS that are built as part of the original construction of attached Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed, including, without limitation, any Party Wall, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the protrusion or Party Wall. The foregoing shall be perpetual in duration and shall also apply to any replacements of any Party Walls.

(ii) Painting of Party Walls. Each Owner shall be responsible for painting the portion of any Party Wall that faces such Owner's Home.

(iii) Sharing of Repair, Replacement and Maintenance for Party Walls.

(1) Generally. The cost of reasonable repair and maintenance of Party Walls (other than painting) shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

(2) Failure to Contribute. In the event that an Owner shall fail or refuse to pay its pro rata share of costs of repair, maintenance, or replacement of a Party Wall (whether or not through such Owner's own fault or the failure of such Owner's insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the public records of St. Johns County, Florida and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of the construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date

repairs or replacements are made to the Party Wall, and suit thereon shall be commenced one (1) year from date such lien is filed.

(3) Alterations. The Owner of a Townhome Lot sharing a Party Wall with an adjoining Townhome Lot shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall.

(4) Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by its negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(5) Easements. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Wall. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Townhome Lot and serves more than such Townhome Lot, the Owners of the other Townhome Lot(s) served thereby shall have an easement for access to inspect and repair of such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the Townhome Lot encumbered by the easement shall be reimbursed for any significant physical damage to his/her Lot as a result of such exercise by the Owner(s) making use of such easement(s).

(p) Retaining Walls. The Declarant and/or its designees may construct retaining walls within SILVER FALLS (the “**Retaining Walls**”). Any reference to Retaining Walls herein shall include, but may not be limited to, the wall, stem, base slab, tie backs, dead man anchors, counterforts and any other associated supporting structures for such retaining walls. Retaining Walls located within Common Areas shall be maintained by the Association. The Association shall perform any such maintenance, repairs or replacement of the Retaining Walls at the Board’s sole discretion. The costs of such maintenance, repairs or replacement of any Retaining Walls within Common Areas shall be Operating Expenses. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct any such Retaining Walls. NO STRUCTURES OR LANDSCAPING, INCLUDING WITHOUT LIMITATION FENCES, IRRIGATION PIPES, AND TREES, SHALL BE INSTALLED WITHIN TWO FEET (2’) FROM ANY RETAINING WALL.

(i) Townhome Lots. Retaining Walls located within Townhome Lots shall be maintained by the Association; however, each Owner of a Townhome Lot shall be responsible for the day-to-day cleaning of any Retaining Wall, or portion thereof, located on such Owner’s Townhome Lot. The Association shall perform any such maintenance, repairs or replacement of the Retaining Walls at the Board’s sole discretion. Failure of the Association to undertake any such maintenance, replacement or repair of the Retaining Walls shall in no event be deemed a waiver of the right to do so thereafter. The costs of such maintenance, repairs or replacement of any Retaining Walls within Townhome Lots shall be part of the Neighborhood Expenses for the Townhome Neighborhood. In the event

an Owner does not comply with this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an individual assessment.

(ii) SFD Lots. Each Owner of a SFD Lot shall be responsible at such Owner's expense for the structural maintenance, repairs and day-to-day maintenance and cleaning of Retaining Walls located within such Owner's SFD Lot. In the event an Owner does not comply with this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an individual assessment.

(q) Association Elected Maintenance. The Association may provide maintenance upon any Lot or Limited Common Area, or any improvement located on a Lot or Limited Common Area, when necessary in the opinion of the Board to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but shall not be limited to painting, roof repair and replacement, repair of gutters, downspouts, and exterior building surfaces, and yard clean up and yard maintenance. Unless a different deadline or timeframe to perform maintenance is expressly provided herein for any particular portion of the Property or improvement, each affected Owner shall have five (5) business days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under this Section, to enter upon any Lot at reasonable hours on any day. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable. The cost of any maintenance, repair or replacement undertaken by the Association under the provisions of this Article VII shall be assessed against each Lot upon which such maintenance, repair or replacement is performed or, in opinion of the Board, benefitting from same. Individual assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article V of this Declaration. Any individual assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys' fees, and costs of collection, as provided for in Article V of this Declaration.

(r) Right of the Association to Enforce. The Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Section. In the event the record title owner of a Lot does not comply with this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying record title owner as an individual assessment. The Association shall have the right to enforce this Section by all necessary legal action. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees, paraprofessional fees, and costs, at trial and upon appeal.

7.2 Maintenance by Association

(a) Common Areas. Except as otherwise specifically provided in this Declaration to the contrary (including, without limitation, with respect to Limited Common Area),

the Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

(b) Roadways and On-Street Parking Improvements. Roadways within SILVER FALLS shall be public roadways owned, operated and maintained by St. Johns County, subject to the terms of any County Maintenance Agreement. EXCEPT AS PROVIDED HEREIN, THE ROADWAYS WITHIN, ADJACENT OR IN PROXIMITY TO SILVER FALLS ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THE ASSOCIATION, BUILDERS, AND THE DECLARANT HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC. The Association and/or Declarant may enter into a County Maintenance Agreement whereby the Association shall maintain certain improvements within or associated with such County-owned roadways, including without limitation improvements related to on-street parking. All costs and expenses related to the Association's obligations under any such County Maintenance Agreement shall be part of the Operating Expenses and each Owner shall pay an equal share of such costs. By acceptance of a deed to a Lot, each Owner acknowledges and agrees there may be no such on-street parking serving SILVER FALLS, and to the extent any such on-street parking is provided, each Owner shall comply with all terms and conditions of the County Maintenance Agreement and any other restrictions, rules and regulations imposed by St. Johns County and/or the Board.

(c) Adjoining Areas. Subject to the terms of the County Maintenance Agreement, the Association shall only maintain those drainage areas, swales, parking areas, retention/detention area slopes and banks, and landscape areas (if any) that are within the Common Areas, and certain Lots only to the extent specifically provided herein, and further provided that such areas shall be readily accessible to the Association. Under no circumstances shall the Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Lot.

(d) Negligent or Willful Acts. The expense of any maintenance, repair, or construction of any portion of the Common Areas or any Lot necessitated by the negligent or willful acts of an Owner, its lessees, family members, guests, invitees, or other persons utilizing any portion of SILVER FALLS through or under an Owner, shall be borne solely by such Owner of the Lot, and the Lot owned by such Owner shall be subject to an individual assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of the Association. Further, an Owner shall be responsible for all costs of maintenance, repair, or construction of any portion of the drainage facilities located on such Owner's Lot if such maintenance, repair, or construction is necessitated by the negligent or willful acts of an Owner or such Owner's lessees, family members, guests, or invitees.

(e) Maintenance of Property Owned by Others. The Association shall, if designated by the Declarant (or by the Board after the Turnover Date), by amendment to this Declaration, or any document of record, maintain vegetation, landscaping, irrigation systems, community identification/features, infrastructure, and/or other areas or elements designated by the Declarant (or by the Board after the Turnover Date) upon areas that are within or outside of SILVER FALLS. Such areas may abut, or be proximate to, SILVER FALLS, and may be owned

by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity or a property owners association. These areas may include (for example and not limitation) parks, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, sidewalks, paths, drainage areas, community identification or entrance features, community signage or other identification. The Association shall have the right to enter into new agreements or arrangements from time to time for improvements and facilities serving the members of the Association or to amend the foregoing if the Board deems the same reasonable and appropriate for the continued use and benefit of any part of the Common Areas.

(f) Landscape Maintenance for Townhome Lots. The Association shall be responsible for maintaining the landscaped areas within each Townhome Lot in accordance with the following terms:

(i) General. The Association shall be responsible for maintaining the landscaped areas within each Townhome Lot only to the extent expressly provided in this Section. The Association's landscape maintenance responsibilities include trimming of trees and shrubs, mowing, edging the lawn, mulching (on such frequency as determined by the Association in its sole discretion), fertilization of grass, and landscape-related exterior pest control. The foregoing shall be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. Except as otherwise provided herein, all costs and expenses pertaining to such landscaping maintenance of the Townhome Lots shall constitute a part of the Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Townhome Lot shall pay an equal share of such costs. In the event any landscaping, including, without limitation, grass, becomes dead or badly damaged, the Association shall be responsible for the repair, and/or replacement of such landscaping with landscaping selected by the Board in its sole and absolute discretion, except in the case of freeze damage, flood damage, damage from any other natural disaster or act of God, or damage due to the negligence or willful acts of an Owner or its lessees, family members, invitees, or guests. The Association shall have no responsibility for the repair or replacement of sod, grass, shrubs, trees, or any other landscaping within a Lot in the case of freeze damage, flood damage, damage from any other natural disaster or act of God, or damage due to the negligence or willful acts of an Owner or its lessees, family members, invitees, or guests, and the Owner of each Lot shall be responsible for any such repair and replacement of the landscaped areas in such event. In the event landscaped areas are not repaired and replaced by the Owner of the Townhome Lot, the Association may, but shall not be obligated to, repair and replace such landscaped areas on behalf of the Owner, and the Association may replace such landscaped areas with plant varieties determined by the Association in its sole discretion. The costs and expenses of such repairs and replacements plus Twenty-Five and No/100 Dollars (\$25.00) (or such other amount determined by the Association in its sole and absolute discretion) shall be assessed against the respective Lot as an individual assessment.

(ii) Additional Landscape Maintenance. Each Owner by acceptance of a deed to their Townhome Lot, authorizes the Association to conduct additional landscape maintenance beyond the scope described in this Section if, in the discretion of the Board, such additional maintenance is required for any reason whatsoever, including, without limitation, naturally occurring deterioration of the landscaped areas or damage caused by

an Owner's neglect. The costs associated with any such additional landscape maintenance shall be assessed against the respective Townhome Lot as an individual assessment.

(iii) Modification of Landscaping. In the event an Owner modifies the landscaping as initially installed by the Declarant or a Builder, then such Owner shall be solely responsible for the maintenance and irrigation of such modified landscaping, and there shall be no abatement or reduction in such Owner's annual assessments or Neighborhood Assessments. No Owner shall modify the landscaping as initially installed by the Declarant or a Builder, nor shall any landscape lighting be installed by an Owner, without the prior written approval of the ARB. In no event shall any landscaping modified by an Owner impede access or otherwise interfere with the routine landscape maintenance provided by the Association in accordance with this Declaration.

(iv) Irrigation Facilities. The Association is responsible for irrigation to the landscaped areas, including repair and replacement of damaged sprinkler heads, piping or valves that comprise the irrigation system within the Townhome Lots, except in the case of damage due to an Owner's negligence or willful acts of an Owner or its lessees, family members, guests or invitees. The cost associated with any such maintenance, repair and replacement of the irrigation facilities shall constitute a part of the Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Townhome Lot shall pay an equal share of such costs, except in the case of costs for repair and replacement of damage due to an Owner's negligence or willful acts of an Owner or its lessees, family members, guests or invitees, which costs shall be assessed against the respective Lot as an individual assessment. Grass and landscaping located on Townhome Lots shall be irrigated in a routine and ordinary manner, at intervals and frequency as the Board may decide in its sole discretion and as may be permitted by SJRWMD or St. Johns County regulations. The Association shall have direct access to control boxes and/or devices used in connection with any irrigation system that may be installed on any Townhome Lot, and Owners are not permitted to block access to or tamper with the same. The Association reserves the right to place or remove locks on any control boxes and/or devices used in connection with irrigation regardless of their location. Further, Owners shall not place locks or otherwise impede the Association's access to any areas the Association is responsible to maintain. In the event that any Owner locks or otherwise impedes the Association's access to any areas the Association is responsible to maintain, the Association may take any and all measures necessary to eliminate same, including removing or disabling any locks, and the Association shall have no liability for such actions.

EACH OWNER ACKNOWLEDGES THAT SOME TOWNHOME LOTS WITHIN SILVER FALLS MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER TOWNHOME LOTS WITHIN SILVER FALLS. NOTWITHSTANDING THE FOREGOING, ALL LANDSCAPE MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE NEIGHBORHOOD EXPENSES FOR THE TOWNHOME NEIGHBORHOOD AND EACH OWNER OF A TOWNHOME LOT SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

(g) Master Metered Irrigation Water for Townhome Lots. The costs associated with irrigation water usage for Townhome Lots shall be part of the Neighborhood Expenses for

the Townhome Neighborhood and each Owner of a Townhome Lot shall pay an equal share of such costs. Owners of Townhome Lots will not receive an itemized bill for irrigation water usage fees and there will be no method for prorating the costs of such water usage to individual Lots. EACH OWNER ACKNOWLEDGES THAT SOME TOWNHOME LOTS WITHIN SILVER FALLS MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER TOWNHOME LOTS WITHIN SILVER FALLS. NOTWITHSTANDING THE FOREGOING, ALL IRRIGATION WATER USAGE EXPENSES SHALL BE DEEMED PART OF THE NEIGHBORHOOD EXPENSES FOR THE TOWNHOME NEIGHBORHOOD, AND EACH OWNER OF A TOWNHOME LOT SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

(h) Townhome Neighborhood Home Maintenance. With respect only to the Townhome Neighborhood, the Association shall be responsible for the following, to be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion.

(i) Painting. The Association shall paint all exterior painted portions of Homes located within the Townhome Neighborhood, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia, to be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. The cost associated with such exterior painting made in accordance with this Section shall constitute a part of the Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Townhome Lot shall pay an equal share of such costs. The Association shall have no responsibility to repair damage to paint caused by an Owner or due to the negligence or willful acts of an Owner or such Owner's lessees, family members, invitees, or guests. In the event any exterior painting on a Home is damaged by an Owner or due to an Owner's negligence (or the negligence or willful acts of such Owner's lessees, family members, invitees, or guests), then the Owner shall be responsible for the repair of such painting at the Owner's sole cost and expense, and the Association may, but shall not be obligated to, repair such painting and the costs and expenses of such repairs shall be assessed against the respective Lot as an individual assessment. Each Owner grants the Association an easement over its Townhome Lot for the purpose of complying with the requirements of this Section. In the event that (i) an Owner of a Townhome Lot desires to paint its Home in addition to, or at intervals more frequently than, the Association's painting of such Home as provided herein, or (ii) an Owner is responsible for painting an exterior portion of its Home due to damage to paint caused by an Owner or the negligence or willful acts of such Owner or its lessees, family members, invitees, or guests, or (iii) as required by Section 7.1(e) above, then any such proposed painting shall be subject to ARB approval. If the proposed painting is approved by the ARB, the ARB shall have the right to impose such conditions on such Owner as it deems reasonably appropriate. The conditions shall, at a minimum, include the following:

(1) all work and materials shall be at the Owner's sole cost and expense;

(2) all color selections shall be approved by the ARB and must be the same or substantially similar to the other Homes attached to the Home;

(3) the painting project must include an entire elevation of the Home (i.e. the entire side of the Home, etc.); and

(4) if the Association thereafter paints the Home and the other Homes attached to the Home in accordance with this Section, the Home shall be included as part of the painting project, and the cost associated with such painting project shall constitute a part of the Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Townhome Lot shall pay an equal share of such costs.

(ii) Roofs. The Association shall repair and replace roofs of Homes located within the Townhome Neighborhood, including shingles, and roof decking; however, the Association shall have no obligation to repair or replace roof trusses or other structural components of the roof. Such roof repair and replacement shall be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. The cost associated with any such roof repair and replacement shall be deemed part of the Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Townhome Lot shall pay an equal share of such costs. The Association shall have no obligation for repair or replacement of roofs in the case of damage due to roof alterations by an Owner or any willful actions or negligence of an Owner or such Owner's lessees, family members, guests or invitees, and the Owner shall be responsible for any such repair or replacement at the Owner's sole cost and expense. In the event the roof or any component thereof is not repaired and replaced by the Owner pursuant to the foregoing sentence, the Association may, but shall not be obligated to, repair and replace such roof on behalf of the Owner, and the costs and expenses of such repairs and replacements shall be assessed against the respective Lot as an individual assessment. If a roof is damaged or destroyed by the act of one adjoining Owner, or his/her lessees, guests, licensees, agents or family members (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the roof without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss or liabilities. Notwithstanding anything to the contrary herein, the Declarant and the Association have the right to enforce the provisions of this Section, however neither the Declarant nor the Association shall have any obligation whatsoever to enforce the provisions of this Section or become involved in any dispute between Owners in connection with this Section.

(iii) Gutters. The Association shall conduct maintenance of roof gutters (if any) of Homes located within the Townhome Neighborhood, including clearing, repair and ensuring the proper functioning of such gutters on such intervals as the Board may decide in its sole and absolute discretion. The cost associated with any gutter maintenance and repair shall be part of the Neighborhood Expenses, and each Owner of a Townhome Lot shall pay an equal share of such costs. Notwithstanding any of the foregoing to the contrary, the Association shall have no obligation for repair or replacement of gutters (if any) in the case of damage due to roof alterations by an Owner or any willful actions or negligence of an Owner or such Owner's lessees, family members, guests or invitees, and the Owner shall be responsible for any such repair or replacement at the Owner's sole cost and expense. In the event the gutters (if any) or any component thereof is not repaired and

replaced by the Owner pursuant to the foregoing sentence, the Association may, but shall not be obligated to, repair and replace such gutters on behalf of the Owner, and the costs and expenses of such repairs and replacements shall be assessed against the respective Lot as an individual assessment. If any gutters are damaged or destroyed by the act of one adjoining Owner, or his/her guests, lessees, licensees, agents or family members (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately repair the gutters without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss or liabilities. Notwithstanding anything to the contrary herein, the Declarant and the Association have the right to enforce the provisions of this Section, however, neither the Declarant nor the Association shall have any obligation whatsoever to enforce the provisions of this Section or become involved in any dispute between Owners in connection with this Section.

(iv) Pressure Washing/Soft Washing. The Association shall (on such intervals as the Board may decide in its sole and absolute discretion) pressure wash/soft wash the roofs and the exterior portions of Homes located within the Townhome Neighborhood, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. The cost associated with exterior pressure washing/soft washing and made in accordance with this Section shall constitute a part of the Neighborhood Expenses for the Townhome Neighborhood, and each Owner of a Townhome Lot shall pay an equal share of such costs.

(v) Termite Program. The Association may, in its sole discretion, contract with a licensed termite company to provide a termite warranty program for Homes located within the Townhome Neighborhood. The cost associated with any such programs shall be deemed part of the Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Townhome Lot shall pay an equal share of such costs.

Notwithstanding anything to the contrary herein, to the extent insurance coverage required by this Declaration covers repairs or replacements otherwise performed by the Association under this Section, or would have covered such repairs or replacements if the Owner had procured such coverage, then such repairs or replacements shall be governed by Section 8.10 herein, and the Association shall not perform repairs or replacements covered by insurance or any other activities that would negate such coverage or impair the availability of such coverage.

(i) Drainage Improvements. The Association shall be solely responsible for drainage systems and facilities, which may be comprised of swales, pipes, pumps, retention/detention area slopes, easements, or other improvements (the “**Drainage Improvements**”), and which may be located within Common Areas or Lots; however, neither the Association nor the Declarant shall have any responsibility for landscaping maintenance on any SFD Lot, and the Owner of any such SFD Lot shall be responsible for the landscaping, repair, replacement and maintenance of the irrigation facilities and all landscaped areas and other improvements within any portion of the SFD Lot, including, landscaping and maintenance within any drainage easements located upon the SFD Lot. The Association shall be responsible for routine maintenance and shall ensure functionality of the approved designed drainage patterns inclusive of all easements, swales, buffers and vegetative areas at all times. Should any area of drainage pattern demonstrate a pooling or flooding effect, the Association shall be responsible to rectify the

drainage pattern to its original intended design and any and all costs associated with such repairs shall be Operating Expenses of the Association.

(j) Right-of-Way. Except as otherwise maintained by St. Johns County (as applicable), and subject to the maintenance obligations of Owners set forth in this Article VII (including with respect to Limited Common Area), the Association shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the community sidewalk, irrigation facilities, trees and landscaping located in any right-of-way located immediately adjacent to any Common Areas and for the trees, landscaping, and irrigation facilities located in any right-of-way located immediately adjacent to Townhome Lots; provided, however, the Association shall have no responsibility or obligation for replacement of any such trees or landscaping in within any right-of-way. The cost associated with any such Association maintenance of the right-of-way adjacent to any Common Areas shall be deemed part of the Operating Expenses. Except as otherwise set forth herein, the cost associated with any such maintenance of the trees, irrigation facilities, and landscaping located in the right-of-way adjacent to Townhome Lots shall be part of the Neighborhood Assessments for the Townhome Neighborhood. Notwithstanding anything contained in this Section to the contrary, each Owner of a SFD Lot shall be responsible for the maintenance of all landscaping, irrigation facilities and other improvements located in any right-of-way adjacent to such Owner's SFD Lot. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to sidewalks, trees, landscaping, irrigation facilities, or other improvements located in the right-of-way in the event that such Owner's negligent or willful acts (or the negligent or willful acts of such Owner's lessees, family members, guests or invitees) caused such damage. Failure of an Owner to reimburse the Association any costs necessitated by such negligent or willful acts shall subject the Owner to an individual assessment for such costs.

(k) Mail Delivery Centers. Individual Lots shall not have mailboxes. Rather, mailboxes shall be grouped together for all or a portion of the Homes as required by the local postmaster (the "**Mail Delivery Centers**"). The Declarant, in its sole discretion, may install one or more Mail Delivery Centers within SILVER FALLS and may consist of freestanding, pedestal-mounted mailboxes commonly referred to by the United States Postal Service as "Cluster Box Units" or a "Neighborhood Delivery Center" which is a freestanding and/or enclosed installation containing a large number of individually locked mailboxes. No mailboxes are permitted except the Mail Delivery Centers originally installed by the Declarant or Mail Delivery Centers substantially similar to the Mail Delivery Centers originally installed by the Declarant. Mail Delivery Centers, if any, shall be maintained by the Association in accordance with the requirements of the United States Postal Service and any other applicable governmental authority. All costs associated with the maintenance, repair, and replacement of the Mail Delivery Centers shall be part of the Operating Expenses, except for the costs of keys or replacement keys which shall be borne solely by the individual Owners.

(l) Additional Obligations of Association. The Association may have (or may elect to undertake on behalf of the Owners) certain responsibilities and obligations, including, without limitation, cost-sharing obligations, or obligations to construct, operate, maintain, insure and/or repair certain improvements or share certain facilities within SILVER FALLS or adjacent to the boundaries of SILVER FALLS, as set forth in the County Maintenance Agreement or other agreements or documents to which the Association is a party or is otherwise subject (collectively, if any, the "**Agreements**"). Each Owner, by acquiring title to a Lot, acknowledges and agrees that

SILVER FALLS, or certain portions thereof, is subject to the terms and conditions of the Agreements, as amended and supplemented from time to time. The Declarant reserves the right without the consent of any other party, subject to the terms and conditions set forth in the Agreements, to modify any agreement affecting SILVER FALLS, or the obligations and responsibilities of the Association, including, without limitation, obligations for cost-sharing or maintenance of improvements. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES ANY AND ALL COSTS ASSOCIATED WITH THE ASSOCIATION'S OBLIGATIONS UNDER THE AGREEMENTS, INCLUDING ANY OBLIGATION FOR COST-SHARING OR OBLIGATION TO CONSTRUCT, OPERATE, MAINTAIN, INSURE AND/OR REPAIR IMPROVEMENTS, OR SHARE CERTAIN FACILITIES, IF ANY, SHALL BE A PART OF THE OPERATING EXPENSES.

ARTICLE VIII.
USE RESTRICTIONS AND RIGHTS AND EASEMENTS
RESERVED BY DECLARANT

The use restrictions in this Article VIII shall apply to all Lots within SILVER FALLS, except for any Lots owned by AG, for so long as AG owns any Lot or other portion of the Property, the Declarant or Lennar (if Lennar is no longer the Declarant), or as otherwise expressly provided herein. The Master Governing Documents may include additional restrictions or provisions that are also applicable to Lots within SILVER FALLS. To the extent of a conflict between the use restrictions in this Article VIII and additional restrictions or provisions contained in the Master Governing Documents, the more restrictive provisions shall control. Each Owner must comply with the following:

8.1 Residential Use. The Lots may be used for residential dwellings and associated uses only. Except for normal construction activity, sale, and re-sale of a Home or Lot, sale or re-sale of other property owned by the Declarant, and administrative offices of the Declarant and/or Builders, no commercial or business activity shall be conducted within SILVER FALLS, including, without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within SILVER FALLS. No solicitors of a commercial nature shall be allowed within SILVER FALLS without the prior written consent of the Association. No day care center, "half-way house," or assisted living facility may be operated out of a Home. Leasing of Homes shall not be considered "commercial activity" or "business activity" for purposes of this Declaration. No Lot shall be used for the operation of a rooming house, hostel, hotel, bed and breakfast, any internet based short term rental program or any similar business or activity involving rentals of Lots for periods of less than six (6) months. Lots may be used for model homes during the development and sale of Lots within the Property or other uses that are (i) permissible under the PUD; and (ii) expressly authorized in writing by the Declarant, in its sole discretion. No Lot shall be divided, subdivided, reduced in size or combined with another Lot without the prior written consent of the Declarant. Assessments attributable to any Lot which may be subdivided or combined pursuant to this Section 8.1 shall be reallocated by the Declarant, in its sole discretion, at the time written consent for such subdivision is given by the Declarant. No Owner shall inaugurate or implement any variation from,

modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to SILVER FALLS, without the prior written approval of the Declarant, which may be granted or denied in its sole discretion.

8.2 Lot Coverage and Living Area. The maximum ground area to be occupied by residential buildings and structures to be constructed upon the Lots shall be in compliance with the PUD.

8.3 No Detached Buildings; Storage. No tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Declarant. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained, except for such facilities used by Declarant and Builders, and except for temporary storage facilities which shall be permitted for no more than one (1) week from the time of an Owner's or lessee's initial occupancy of a Home. Any such temporary storage facilities may not be kept in the roadway and shall be kept wholly within the applicable Owner's Lot. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from roadways in a manner approved by the ARB.

8.4 Setbacks. The building setbacks applicable to the Lots and the method of measurement of setbacks shall be as stated in the PUD; provided, however, more restrictive building setbacks may be included in the Design Guidelines or the Master Design Guidelines.

8.5 Landscaping. Landscaping within each Lot shall be subject to the Design Guidelines and the Master Design Guidelines. Any changes to landscaping within a Lot must be approved by the ARB and the Master Architectural Reviewer, as applicable. Except as approved pursuant to Article IX of this Declaration, no change shall be made to any landscaping improvements, existing vegetation or fences located within any Lot or Limited Common Area. Without the prior consent of the ARB or the Declarant, as applicable, no Owner shall remove soil from any portion of SILVER FALLS, change the level of the land within SILVER FALLS, or plant landscaping which results in any permanent change in the flow and drainage of surface water within SILVER FALLS. Owners may place additional plants, shrubs, or trees within any portion of their respective Lots only with the prior written approval of the ARB, and subject to the Design Guidelines and Article VII above.

8.6 Parking; Motor Vehicles and Boats. Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to vehicles utilized in connection with construction, development, sales improvement, installation, or repair by the Declarant, Builders, or their agents, employees or invitees.

(a) **Generally.** No watercraft (including without limitation, boats and jet skis), recreation vehicles, trailer or other motor vehicles, except four wheel passenger automobiles and pick-up trucks, shall be placed, parked or stored upon any Lot, nor shall any significant repair be performed upon any boat or motor vehicle upon any Lot, except within a garage. This restriction is not intended to prevent an Owner from temporarily (no more than twelve hours in duration)

parking a water craft or recreational vehicle in the driveway of a Lot for the purpose of washing, loading or similar activities for a reasonable temporary period of time. Four wheel passenger automobiles must be stored only within the garage of the Home or on the Owner's driveway and not on any other portion of a Lot or other parcel within the Property. Commercial vehicles shall not be parked within the Property within public view on a regular basis; provided, however, the foregoing shall not apply to vehicles used by the Declarant or by Builders authorized by the Declarant to build Homes within the Property. The Association shall have the right, but not the obligation, to promulgate Rules and Regulations regarding parking within SILVER FALLS. EXCEPT AS OTHERWISE PROVIDED HEREIN, ROADWAYS WITHIN SILVER FALLS SHALL BE PUBLIC ROADWAYS AND SHALL NOT BE MAINTAINED OR REGULATED BY THE ASSOCIATION. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THE ASSOCIATION, BUILDERS, AND THE DECLARANT HAVE NO CONTROL WITH REGARD TO ACCESS, PARKING AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC AND/OR MEMBERS OF THE ASSOCIATION AND THAT THE COUNTY AND/OR THE MASTER ASSOCIATION MAY HAVE ADDITIONAL RESTRICTIONS WHICH MAY ALSO GOVERN THE PARKING OF VEHICLES WITHIN THE ROADWAYS, LOTS OR OTHER AREAS WITHIN SILVER FALLS. THE RESPONSIBILITY FOR ENFORCEMENT OF ANY LAWS REGARDING ACCESS, PARKING AND USAGE OF PUBLIC ROADWAYS RESTS SOLELY WITH THE APPLICABLE GOVERNMENTAL AUTHORITY AND THE ASSOCIATION AND THE DECLARANT DISCLAIM ALL RESPONSIBILITY FOR SUCH ENFORCEMENT.

(b) Additional SFD Lot Parking Restrictions. Each Owner of a Home located on a SFD Lot shall maintain their garage in a manner so as to allow at least two (2) standard sized vehicles to be parked in the garage at all times, and garages may be used for storage as long as there is still sufficient space in the garage for the parking of at least two (2) standard sized vehicles. Motorcycles must be parked within the garage. No garage shall be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

(c) Additional Townhome Lot Parking Restrictions. All Townhome Lots shall have no more than two (2) vehicles located within such Townhome Lot, one (1) of which must be parked in the garage of such Townhome Lot. Motorcycles must be parked within the garage. Garages on Townhome Lots may be used for minimal storage purposes as long as there is still sufficient space in the garage for the parking of at least one (1) vehicle. No garage shall be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

(d) Towing. Subject to applicable laws and ordinances, and subject to the terms and conditions of this Section, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association (or the Master Association, as applicable) at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such vehicle or owner of such vehicle was ever previously cited for such violation. Each Owner by acceptance of title to a Home irrevocably grants the Association, the Master Association and its designated towing service the right to enter a Lot and tow vehicles in violation of the Governing Documents or the Master Governing Documents, as applicable. Neither the

Association, the Master Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting. For purposes of this paragraph, "vehicle" shall also mean boats, recreational vehicles, motorcycles, campers, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association and the Master Association (as applicable) the irrevocable right to tow or remove vehicles parked on a Lot, Common Areas or other portions of the Property that are in violation of this Declaration or the Master Governing Documents, as applicable. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE ROADWAYS WITHIN SILVER FALLS ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. AS SUCH, IN NO EVENT SHALL THE ASSOCIATION OR THE MASTER ASSOCIATION BE RESPONSIBLE FOR TOWING VEHICLES PARKED ON THE ROADWAYS WITHIN SILVER FALLS.

8.7 Nuisances; Interference with Completion and Sale of Homes Nothing shall be done or maintained on any Lot which is a nuisance to any party. Any activity on a Lot which interferes with television, radio, cable or internet reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what is a nuisance, the issue shall be submitted to the Board, whose decision shall be dispositive of such dispute or question. Construction of Homes, Common Area and/or other subdivision improvements by Declarant, and sales and marketing activities by the Declarant, and any similar activities of Builders as approved by Declarant, shall not constitute a nuisance. No improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with. Further, notwithstanding anything contained herein to the contrary, no person or entity shall interfere with the completion and sale of Homes and/or Lots within SILVER FALLS by the Declarant and Builders. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES AND/OR LOTS; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES AND/OR LOTS IN SILVER FALLS AND THE RESIDENTIAL ATMOSPHERE THEREOF.

8.8 Antenna No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first obtained from the ARB as required by this Declaration. Each Owner agrees that the location of such items must be first approved by the ARB in order to address the safety and welfare of the residents of SILVER OAKS. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with the Design Guidelines and shall be governed by the then current rules of the FCC.

8.9 Retention/Detention Areas, Lakes and Water Bodies Only the Master Association or a sub-association authorized by the Master Association shall have the right to pump or otherwise remove any water from any lake or water body located within or adjacent to the

Property (if any) for the purpose of irrigation or other use. The Master Association or the Association (with the consent of the Master Association) shall have the sole and absolute right (but no obligation) to control the water level of such lake or water body and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake, other water body or retention/detention area. No Owner shall have the right to place herbicide or any other chemicals within any lake, other water body or retention/detention area. No gas or diesel driven boat shall be permitted to be operated on any lake or other water body within the Property except in connection with maintenance performed by the Master Association or the Association (if any and as applicable). Title to any Retention/Detention Adjacent Parcel shall not include ownership of any riparian rights. Except for improvements constructed or installed by the Declarant or a Builder, no docks, bulkheads or other structures shall be constructed by or behalf of any Owner on any embankments. The Association shall have the right to adopt Rules and Regulations from time to time in connection with use of any lake, other water body or retention/detention area within the Property (if any). 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 or other water body. The use of the surface waters of any such lake or other water body shall be subject to rights granted to other persons pursuant to the Rules and Regulations or other Governing Documents or Agreements, and/or the Master Governing Documents.

8.10 Insurance and Casualty Damages. Except for the Declarant and Lennar (to the extent Lennar is no longer the Declarant), each Owner (including without limitation, each record title owner of a Townhome Lot) shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction. Upon the request of the Association, each Owner shall be required to promptly supply the Board with evidence of insurance coverage on its home which complies with the provisions and requirements of this Declaration.

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

8.12 Artificial Vegetation. Except as otherwise permitted by Florida law, no artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

8.13 Signs. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of SILVER FALLS,

including, without limitation, any Home, Lot or vehicle, that is visible from the outside, except an Owner may install one (1) ornamental flag approved by the ARB and in compliance with the Design Guidelines and Master Design Guidelines. Notwithstanding the foregoing, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, or a POW-MIA flag. Flags permitted by this Section may not exceed four and one-half feet (4 ½') by six feet (6'). Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Further, Owners who are actively marketing the sale or rental of their Home are permitted to display one (1) "For Sale" or "For Rent" sign advertising that the property is for sale or rent, in accordance with the Design Guidelines and Master Design Guidelines (as applicable). Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, without limitation, noise and lighting ordinances in the County or the City and all setback and location criteria contained in this Declaration and in the Design Guidelines and Master Design Guidelines. The Declarant, Builders, and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and for Builders, and their respective agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within SILVER FALLS such signs and flags as the Declarant deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes. Notwithstanding anything to the contrary herein, the exercise by a Builder (other than Lennar, if Lennar is no longer the Declarant) of the rights and exemptions in this Section shall be subject to the Declarant's prior written approval as to the location, size, content and design of such Builder's signs and flags within SILVER FALLS. The Declarant reserves the right (but not the obligation) to institute a signage plan for SILVER FALLS, which such signage plan (if any) must be complied with by all Builders (other than Lennar, if Lennar is no longer the Declarant).

8.14 Lighting; Decorations. No lighting shall be permitted which alters the residential character of the Property. No landscape lighting or other lighting shall be installed by an Owner without the prior written approval of the ARB and in accordance with the Design Guidelines. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or decorative flags shall be installed or placed within or upon any portion of SILVER FALLS without the prior written approval of the ARB. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing the week before Thanksgiving and shall be removed not later than January 15th of the following year. The ARB may establish standards for holiday lights and decorations in its sole discretion. The ARB may require the removal of any lighting or decoration that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through SILVER FALLS). Except as otherwise

provided in Section 720.304(2)(b), Florida Statutes (2023), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ARB.

8.15 Animals. No animals, livestock, reptiles, pets or poultry of any kind may be kept in and/or on any Lot and/or Home or brought onto the property by an Owner, or its guests, lessees, licensees, agents or family members other than domesticated dogs, domesticated cats, fish and/or caged birds, all of which are usually and commonly kept as household pets (collectively “**Pets**”). Pets only may be kept, maintained and/or allowed to reside in and/or on a Lot and/or Home provided such Pets are: (a) in full compliance with the applicable law, ordinance and the Governing Documents; (b) under the control of the applicable Owner, or its guests, lessees, licensees, agents or family members at all times when the Pet is on any Common Area and/or the Pet is outside of that Owner’s Home; (c) not left unattended on any balconies, terraces, lanais, garages and/or covered patios, (d) quiet, inoffensive and generally not a nuisance and/or safely concern to any other Owners, lessees and/or occupants of another Lot; (e) not kept or raised for commercial purposes; and (f) not being boarded in exchange for compensation of any type. The Owner, or its guests, lessees, licensees, agents or family members, shall promptly pick up all solid waste material from their Pet and dispose of that solid waste material appropriately. No solid waste material from any Pet shall remain on any Common Area or any portion of SILVER FALLS. Solid waste material from Pets shall not be placed in trash containers maintained by the Association. Each Owner and/or its guests, lessees, licensees, agents or family members agree to fully pay for, and/or reimburse the Association for, all extermination costs necessitated by any Pet. The Declarant, the Association, the Board and the Association’s property management company (if any) shall not be liable for any personal injury, death and/or property damage resulting from a violation of the restrictions on Pets and animals. Any Owner, or its guests, lessees, licensees, agents or family members, committing any violation of the restrictions on Pets and animals shall fully indemnify and hold harmless the Declarant, the Association, the Board, each other Owner and the Association’s property management company in such regard. A violation of any rule or restriction on Pets and animals shall entitle the Association to all of the Association’s rights and remedies, including, but not limited to, the right to fine the applicable Owner and/or to require any Pet or animal to be permanently removed from SILVER FALLS. No Owner, or its guests, lessees, licensees, agents or family members may keep more than three (3) of the permitted pets in and/or on any Lot. No reptiles, insects, livestock, poultry, swine or wildlife of any type shall be kept anywhere in and/or within SILVER FALLS, including any Lot, Home and any garage. Notwithstanding anything to the contrary contained herein, all restrictions set forth in this Section are subject to the Americans with Disabilities Act and the Federal Fair Housing Act.

No Pet shall be permitted to remain within SILVER FALLS if that Pet disturbs the tranquility of SILVER FALLS, other Owners, lessees or occupants of any Lot, if a Pet is unlawful, dangerous, aggressive, annoying, and/or a nuisance to or destructive of wildlife, or if that Pet has been specifically excluded from SILVER FALLS by the Board after notice. The Board may, in its sole discretion, have any Pet removed and/or banned from SILVER FALLS.

8.16 Fences and Walls. No walls or fences shall be erected or installed within a Townhome Lot, except walls or fences installed by the Declarant or Builders. With respect to SFD Lots, except for walls or fences erected or installed by the Declarant or Builders, no walls or fences shall be erected or installed without prior written consent of the ARB. No chain link fencing of any kind shall be allowed. Fences shall not be installed flush to the ground so that drainage will be

blocked in any way. All fences must be in compliance with the Design Guidelines. Due to the Association's maintenance requirements and responsibilities, the installation of fences within a drainage easement area is not expected to be approved by the ARB. However, in the event a fence is installed within a drainage easement area, with prior written approval of the ARB, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed for repairs or as otherwise provided herein. Any fence installed on any Lot or appurtenant Limited Common Area shall conform with the Design Guidelines and shall be maintained in a state of good repair and replaced as necessary by the Owner of the applicable Lot.

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

8.18 Prohibition Against Garage Sales. Without the prior written consent of the Association, no garage sales, yard sales or estate sales, which include the sale of household type items or furnishings displayed on the driveway, yard or in the garage shall be permitted on any Lot or appurtenant Limited Common Area. For so long as the Declarant or any Builder own any portion of the Property, the Association shall not permit any garage sales without the prior written consent of the Declarant.

8.19 Common DRI/PUD. Due to the integrated nature of the Property and the lands described in the DRI and the PUD, no Owner, or any other person or entity shall construct any improvements upon the Property, nor take any action, which in the sole opinion of the Declarant, would result in a violation or modification of the terms and provisions of the DRI or the PUD, as the same may be amended from time to time, without the prior written consent of the Declarant.

8.20 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, Florida 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. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date this Declaration is recorded in the public records of St. Johns County, Florida, except to the extent provided otherwise in the Governing Documents as to any particular provision of the Florida Statutes.

8.21 Platting and Additional Restrictions. The Declarant and Lennar (if Lennar is no longer the Declarant) shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any portion or portions of the Property owned by the Declarant, without the consent or joinder of any other party.

8.22 Rental Restrictions.

(a) No Lot may be leased by any Owner or any Owner's agent or other person having any interest in a Lot, to any party for a term which is less than six (6) months. No Lot may be leased more than twice during any twelve (12) month period, based on the commencement date of the first lease. Any extension of the term of any lease shall be for a period of not less than six (6) months. No Owner shall at any time lease more than one (1) Lot within the Property. For purposes of this Section 8.22, (i) the term "Lot" includes all or any part of a Lot or any dwelling unit located on the Lot, (ii) the term "lease" or "leased" means and includes any arrangement for the use or occupancy of a Lot for a charge or other remuneration by or through a lease, license or other similar agreement, whether oral or written, including without limitation, any house swapping arrangement, and (iii) renewal rights shall not be included in the determination of the term of a lease. Not less than the entire Home located on any Lot may be leased, and no time share units or vacation plans, as defined in Chapter 721, Florida Statutes, or otherwise, may be created or operated on any Lot. All leases shall be in writing and shall state the term thereof (a "**Lease Document**"), and the Association shall have the right, upon request, to inspect any Lease Document from time to time in order to verify that such document conforms to the requirements of this subsection (a). Each Owner shall provide a copy of each applicable Lease Document to the Association not less than five (5) business days after the commencement date for such lease. Upon violation of any provision of this subsection (a), the Association may impose a fine against an Owner, or any lessee, occupant, guest or invitee of such Owner, for each day such violation continues, up to the maximum aggregate fine determined by the Board from time to time. The Association shall be entitled to a lien upon such Lot with respect to any such fine, which shall be enforceable in the same manner that liens for assessments are enforceable pursuant to the terms of Article V hereof or Chapter 720, Florida Statutes (2023). The foregoing provisions shall not preclude, limit or impair the rights of any party to otherwise enforce the provisions of this Declaration or to pursue any other remedies available at law or in equity.

(b) All lessees and all other occupants of any Lot shall be subject to all terms and provisions of this Declaration and all of the other Governing Documents, to the same degree as all owners of any Lot. Each Owner agrees to cause his or her lessee, and all other occupants of any Lot, to comply with the provisions of this Declaration and all other Governing Documents. Each Owner shall be responsible and liable for all violations, damages or losses caused by such lessees or occupants, notwithstanding the fact that all such lessees and occupants shall also be fully and personally liable to the Association for any such violations, damages or losses. In the event that any lessee or occupant of any Lot shall violate any provision of this Declaration or any other Governing Documents, the Board shall have the right and authority to bring legal proceedings against such persons to recover damages, seek injunctive relief, or for any other remedy available at law or in equity. Each Owner shall be jointly and severally liable with such Owner's lessee or other occupants of the Owner's Lot, to the Association for any amount (as determined in the sole and reasonable discretion of the Association) required to enable the Association to repair any damage to any portion of the Property or to pay any claim for personal injury, death or damage to property caused by the act or omission of such lessee or occupant. The Association shall be entitled to a lien upon each applicable Lot with respect to any sums due to the Association pursuant to this subsection (b), which shall be enforceable in the same manner that liens for assessments are enforceable pursuant to the terms of Article V hereof or Chapter 720, Florida Statutes (2023).

(c) NOTWITHSTANDING ANY INCONSISTENT OR CONTRARY PROVISION IN THIS DECLARATION, IF THERE ARE ANY FHA, VA OR USDA INSURED

LOANS AFFECTING A LOT, AND ONLY FOR SO LONG AS ANY SUCH LOANS AFFECT THE LOT, ANY RESTRICTIONS IN THIS DECLARATION ON RENTING, SUBLEASING, OR RECONVEYANCE THAT VIOLATE ANY FHA, VA OR USDA REQUIREMENTS SHALL NOT APPLY TO SUCH LOT OR ITS OWNER.

8.23 Garbage. Trash and recycling collection and disposal procedures established by the Association and/or Master Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from the street. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up. Except for normal construction debris on a Lot during the course of construction of a Home, no garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of SILVER FALLS.

8.24 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ARB. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ARB shall not be deemed an endorsement of the effectiveness of hurricane shutters. Notwithstanding the foregoing, in the event of an emergency and issued storm warning, Owners may install temporary emergency storm protective window coverings up to seventy-two (72) hours prior to the expected arrival of a storm, which must be removed within seventy-two (72) hours after the end of such storm.

8.25 Personal Property; Patio and Lawn Furniture. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of SILVER FALLS, which is unsightly or which interferes with the comfort and convenience of others. No patio furniture or swings shall be installed or placed within or upon any portion of the front of a Home or Lot so as to be visible outside the Home or Lot, without the prior written approval of the ARB. The ARB may establish standards for patio furniture and patio swings at its sole discretion. Swings and patio furniture will not be approved by the ARB for placement in front of the Home unless a front porch is part of the architectural design of the Home. Except as otherwise approved by the ARB in accordance with the foregoing, all other outdoor furniture and lawn furniture must be used and stored only in the rear of the Home and shall not be visible from the street in front of the Home. The Board may require the removal of any patio furniture or lawn furniture that is unsightly or creates a nuisance in the Board's sole discretion. In the event a Home will be unoccupied for a period of seven (7) or more days, prior to departure by the Owner, such Owner must remove all patio furniture and lawn furniture from outside the Home and Lot. In addition, all patio furniture, lawn furniture and lawn ornaments shall be removed from outside and

stored within the Home upon issuance of any storm warnings of a Tropical Storm Warning or higher storm warning.

8.26 Social Media. The Association may create an official social media page, forum or website for SILVER FALLS. If created by the Association, such social media pages shall be for Owners only, not for public participation by non-Owners, and such page(s) may be used as a communication instrument by and for the Association. The Association shall have the right to impose conditions or standards in connection with the use of any social media page(s) for SILVER FALLS and by acceptance of a deed to a Lot and by participating on such social media page(s), each Owner acknowledges and agrees that it has voluntarily subjected itself to such conditions and standards and shall comply with such conditions and standards. By acceptance of a deed to a Lot, each Owner who actively participates on such social media page(s) for SILVER FALLS agrees to the following conditions and standards: (i) Owners shall not engage in any immoral, improper, offensive, unlawful or obnoxious use or posts; (ii) all posts and comments by Owners must generally be positive and respectful and shall in no way be malicious or disparaging to any person or business, including, without limitation, the Association, the Declarant, Builders, or any other Owner(s); and (iii) Owners shall not use such social media page(s) to report or discuss any violations of the Governing Documents, any property or Home issues, or any other issues or problems with SILVER FALLS, the Declarant, the ARB or the Association, and such Owner shall report all such issues directly to the Association and/or Declarant (as applicable) rather than reporting or discussing such issues on any social media page(s). Each Owner acknowledges and agrees that neither the Declarant nor any manager is responsible for monitoring any social media page(s) for SILVER FALLS. IF AN OWNER WITNESSES A FIRE, ACCIDENT, THEFT OR OTHER SERIOUS EVENT, SUCH OWNER SHALL CALL 911 AND NOTIFY THE ASSOCIATION BEFORE POSTING ON ANY SOCIAL MEDIA PAGE.

8.27 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of SILVER FALLS without prior written consent of the ARB. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ARB. Such approved equipment shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

8.28 Swimming Pools and Spas. No in-ground pools, hot tubs, spas and/or related appurtenances shall be permitted within any Townhome Lot. With respect to SFD Lots, all in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ARB as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two feet (2') above the natural grade unless approved by the ARB; (iii) pool enclosures must be of a design, color and material approved by the ARB and shall be no higher than twelve feet (12') unless otherwise approved by the ARB; and (iv) pool enclosures shall in no event be higher than the roof line of the Home. Pool enclosures shall not extend beyond the sides of the Home without express approval by the ARB. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment) by the respective Owner. Unless installed by the Declarant or a Builder, no diving boards, slides, or platforms shall be permitted without the ARB's

approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the roadways, or into any retention/detention areas within SILVER FALLS or adjoining properties. No above-ground pools shall be permitted on any Lot.

8.29 Wells and Septic Tanks. No individual wells or septic tanks will be permitted on any Lot.

8.30 Wetlands and Mitigation Areas. If the Common Areas include one or more preserves, wetlands, and/or mitigation areas, no Owner or other person shall take any action or enter onto such areas so as to adversely affect the same without ARB approval and approval from any governmental agencies having jurisdiction. Such areas, if any, are to be maintained by the Association in their natural state.

8.31 Window Treatments. Within thirty (30) days of the conveyance of title of a Home to an Owner, such Owner shall install drapes, curtains, blinds or other window coverings. Window treatments shall consist of drapery, blinds, decorative panels, or other window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted. No security bars shall be placed on the windows of any Home without prior written approval of the ARB. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ARB. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARB. Owners are responsible for caulking or re-caulking all windows to insure water tightness. As used herein, the term "Window Treatment" is limited to traditional window coverings, and excludes, without limitation, sheets, toweling, newspaper, aluminum foil, cardboard or other similar temporary covering. No window or wall air conditioning unit may be installed in any window or wall of a Home.

8.32 Reservation of Right to Release Restrictions. If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Declarant shall have the right to waive or release the violation, variance or encroachment so long as the Declarant, in the exercise of its sole discretion, determines that such waiver or release will not materially and adversely affect the health and safety of Owners or any the ability to use any adjacent Home as a residential dwelling. Any waiver or release given by Declarant pursuant to this Section shall require the prior written consent of the Master Association.

8.33 Easements for Ingress, Egress, Utilities and Drainage. The Declarant reserves for itself, its designated successors, assigns and other designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; and (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property.

8.34 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 applicable plat or otherwise reserved in this Declaration. Notwithstanding any provision of this Section to the contrary, neither the Declarant nor the Association shall take any action which shall alter the Surface Water or Stormwater Management System beyond maintenance in its original condition without the prior written approval of the SJRWMD.

8.35 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. In addition, Declarant hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Declarant shall own any portion of the Property. The easements granted by Declarant shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

8.36 Under-Slab Utility Easement. Townhome Lots contain certain underground or under-slab utilities, including, without limitation, electric, water, sewer, cable or other utilities (“**Utilities**”) that serve other Townhome Lots within SILVER FALLS. An easement (the “**Under-Slab Utility Easement**”) is hereby granted under, through and over the areas of each Townhome Lot upon which Utilities are actually located (the “**Under-Slab Utility Easement Area**”), as may be required from time to time in order to install, maintain, inspect, alter, repair, replace or remove (collectively, “**Maintain**”) the pipes, wires, ducts, vents, cables, conduits, apparatus and other facilities for such Utilities. The Under-Slab Utility Easement shall be in favor of (i) the other Owners whose Townhome Lots are served by such Utilities (each, a “**Benefitted Owner**”), (ii) the entities providing such Utilities (each, a “**Provider**”), (iii) the Declarant, AG and other Builders (for so long as such party owns any portion of SILVER FALLS), and (iv) the Association. The easement rights granted hereunder shall exist so long as the easement does not materially and adversely affect the Owner’s use and enjoyment of its Home as a residence. The Owners of the Townhome Lots encumbered by the Under-Slab Utility Easement shall be reimbursed for any material physical damage to such Owner’s Home or Lot as a result of use of this easement by the Benefitted Owner(s), the Provider(s), the Declarant, AG and other Builders, or the Association. Notwithstanding any other provision hereof to the contrary, the Under-Slab Utility Easement Area shall be limited to the area upon which Utilities are actually located. An Owner of any such Townhome Lot shall do nothing within or outside his/her Home or Lot that interferes with or impairs, or may interfere with or impair, the provision of such Utilities or the use of the Under-Slab Utility Easement for the foregoing purposes. The Benefitted Owner(s), Provider(s), the Declarant, the Association, and/or their respective agents shall have a right of access to each Townhome Lot to Maintain the Utilities and to remove any improvements interfering with or impairing such Utilities. Such right of access, except in the event of an emergency, shall only be exercised in a manner which causes the least disturbance to the improvements located upon the Townhome Lot encumbered by the Under-Slab Utility Easement and shall not unreasonably interfere with the Owner’s use of the Home as a residence. Except in the event of an emergency (which shall not require prior notice), entry shall be made on not less than one (1) days’ notice to the respective Owner.

8.37 Utility Easements. Except as provided herein, no Owner may install any improvements within the utility easement(s) depicted on any plat, reserved in this Declaration, granted in any recorded easement or other Agreements of SILVER FALLS (collectively, the “**Utility Easements**”). Further, and except as provided herein, no Owner may make any changes to the improvements installed by the Declarant or a Builder within the Utility Easement(s). Unless otherwise approved by the Declarant in accordance with Article IX of this Declaration, no fences shall be erected or installed within the Utility Easements without the prior written consent of the ARB, except for fences installed by the Declarant. All fences must be in compliance with the Design Guidelines. In the event a fence is installed within any Utility Easement, with prior written ARB approval, the Owner is solely responsible for fence repair and/or replacement if the utility easement area needs to be accessed for installation, service, and/or repairs. Prior to digging, each Owner is responsible for calling 811, so all utility companies may locate and mark their underground facilities within the area, as required by Chapter 556, Florida Statutes (2023).

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

8.39 Rules and Regulations; Declarant and AG Exemption. Prior to the Turnover, the Declarant, and thereafter the Board, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and other portions of SILVER FALLS, as applicable. The Rules and Regulations and any amendments thereto need not be recorded in the public records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder, if any. Notwithstanding any other provision in this Declaration to the contrary, the Rules and Regulations shall not apply to the Declarant, AG or any other Builder, or to any property owned by the Declarant, AG, or any other Builder and shall not be applied in a manner that would prohibit or restrict the development or operation of SILVER FALLS or adversely affect the interests of the Declarant, AG, or a Builder. Without limiting the foregoing, the Declarant, Builders and their agents, contractors, and assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas and related improvements within SILVER FALLS, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Lots and Homes and (b) residences and properties located outside of SILVER FALLS), general offices and construction operations within SILVER FALLS; (iii) place, erect or construct portable, temporary or accessory buildings or structures within SILVER FALLS for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of SILVER FALLS; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or other portions of SILVER FALLS, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of SILVER FALLS

including, without limitation, Lots and Homes; (vi) excavate fill from any retention/detention areas or water bodies within and/or contiguous to SILVER FALLS by dredge or dragline, store fill within SILVER FALLS and remove and/or sell excess fill; (vii) grow or store plants and trees within, or contiguous to, SILVER FALLS and use and/or sell excess plants and trees; and (viii) undertake all activities which, in the sole opinion of the Declarant, are necessary or convenient for the development and sale of any lands and improvements comprising SILVER FALLS.

8.40 Additional Rights of Declarant and Builders. Declarant and each Builder shall have the right to maintain models, sales offices and parking associated therewith, on such portions of the Property designated and approved by the Declarant for the purposes of development, marketing and sales of Lots or Homes within the Property; provided, however, excluding rights granted to and/or reserved in favor of Lennar (if Lennar is no longer the Declarant), the exercise of such by a Builder shall be subject to the Declarant's prior written authorization provided to such Builder (other than Lennar) in a written instrument executed by the Declarant and, at the Declarant's option, recorded in the public records of St. Johns County, Florida. Notwithstanding anything contained in the Governing Documents to the contrary, each Builder (if any and as applicable) shall have the right to: (i) develop and construct Lots, Homes, and Common Areas and convey such Common Areas to the Association; (ii) place, erect or construct temporary or accessory buildings or structures and model homes within SILVER FALLS for sales, construction, storage or other purposes; (iii) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of Lots, Homes and Common Areas; (iv) post, display, inscribe or affix signs and other materials within SILVER FALLS, and use the name "SILVER FALLS" or any derivative thereof in Builder's marketing and advertising materials; (v) park vehicles within SILVER FALLS in connection with development, construction sales and marketing activities, including, without limitation, construction vehicles, used by Builder or its contractors; (vi) use the Common Areas for sales, marketing, promotional, development and construction purposes; and (vii) undertake all activities which, in the sole opinion of the Builder, are necessary or convenient for the development and sale of Lots and Homes within SILVER FALLS. The Governing Documents shall not be applied in a manner which would materially and adversely affect the rights of Builder granted in this Declaration.

8.41 Development Easement. In addition to the rights reserved elsewhere herein, the Declarant and AG reserve an easement for themselves and for Builders and their respective nominees and assigns, over, upon, across, and under SILVER FALLS as may be required in connection with the development of SILVER FALLS, and/or other lands designated by the Declarant, and to promote or otherwise facilitate the development, construction and sale and/or leasing of Lots, Homes, any portion of SILVER FALLS, and/or other lands designated by the Declarant. Without limiting the foregoing, the Declarant specifically reserves for itself, AG and other Builders, and their respective subcontractors, suppliers, and consultants, the right to use all paved roads and rights of way within SILVER FALLS for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. The Declarant and Builders (including, without limitation, AG) shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Owners as part of the Operating Expenses. Without limiting the foregoing, at no time shall the Declarant and/or Builders be obligated to pay any amount to the

Association on account of the Declarant's and/or Builder's use of the Common Areas. The Declarant and Builders intend to use the Common Areas for sales of Lots and Homes. Further, the Declarant and Builders may market other residences and properties located outside of SILVER FALLS from the Declarant's and/or such Builder's sales facilities located within SILVER FALLS. The Declarant and Builders have the right to use all portions of the Common Areas in connection with their marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of residential homes. The easements created by this Section, and the rights reserved herein in favor of the Declarant, AG and other Builders, shall be construed as broadly as possible and supplement the other rights of the Declarant, AG and other Builders set forth in this Declaration. At no time shall the Declarant, AG, and/or any other Builders incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Notwithstanding any other provision of this Declaration to the contrary, except and excluding rights granted to and/or reserved in favor of Lennar (if Lennar is no longer the Declarant), the exercise of such easement rights reserved in favor of Builders pursuant to this Section 8.41 shall be subject to the Declarant's prior written authorization provided to such Builder (other than Lennar) in a written instrument executed by the Declarant and, at the Declarant's option, recorded in the public records of St. Johns County, Florida.

8.42 Easement for Encroachments; Unintentional Encroachments. In the event that any improvement upon Common Areas as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist. If any Home or improvement upon a Lot shall encroach upon another Lot or upon the Common Areas by reason of original construction by the Declarant or any Builder, then an easement for such encroachment shall exist so long as the encroachment exists, with no further action required by the Declarant or any Owner to establish such easement. Lots may contain improvements such as balconies, HVAC systems, or other improvements that may pass over or underneath an adjacent Lot or over or underneath the Common Areas. A perpetual nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Lot.

8.43 Permits, Licenses, and Easements. For so long as Declarant or any Builder owns any portion of the Property, the Declarant, and thereafter the Association (after such time as neither the Declarant nor any Builder owns any portion of the Property), shall, in addition to the specific rights reserved to the Declarant herein, have the right to grant, modify, amend, and terminate permits, licenses and easements over, upon, across, under and through SILVER FALLS (including Lots, Homes and/or other parcels or tracts) for telecommunications systems, utilities, roads, and other purposes reasonably necessary or useful as Declarant determines, in its sole discretion, notwithstanding the foregoing, for so long as AG owns any Lot or portion of the Property, AG's consent shall be required. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

8.44 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor

of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across SILVER FALLS (including Lots, Homes and/or other parcels or tracts) for the reasonable and necessary maintenance of Common Areas, Lots (if any as applicable), retaining walls, utilities, cables, wires, lateral supports or other supporting structures, tie backs, dead man anchors, and other similar facilities.

8.45 Blanket Easement in favor of the Association. The Association is hereby granted an easement over all of SILVER FALLS, including all Lots, for the purposes of: (i) constructing, maintaining, replacing and operating all Common Areas; (ii) performing any obligation the Association is obligated to perform under this Declaration; and (iii) performing any obligation of an Owner for which the Association intends to impose an individual assessment.

8.46 Right of Entry. The Declarant, AG and other Builders, and the Association, as applicable, are granted a perpetual and irrevocable easement over, under and across all of SILVER FALLS for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which they are entitled to perform. Without limiting the foregoing, the Declarant specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, the Declarant or a Builder may construct, maintain, repair, alter, replace and/or remove improvements, install landscaping, install utilities, and/or remove structures on any portion of SILVER FALLS if the Declarant or such Builder is required to do so in order to obtain the release of any bond posted with any governmental agency.

8.47 No Failure of Easements. Notwithstanding anything contained in the Governing Documents to the contrary, should the intended creation of any easement provided for in the Governing Documents fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement or no separate ownership of the dominant and servient estates, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Declarant and/or the Association, as applicable, as agent for such intended grantees, or to be a "springing easement" for the purpose of allowing the original party to whom, or the original party to which, the easements were originally intended to have been granted the benefit of such easement, and the Owners hereby designate the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

8.48 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

ARTICLE IX. ARCHITECTURAL CONTROL

9.1 Architectural Review and Approval. Once established, the Architectural Review Board (“**ARB**”) shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to SILVER FALLS. The ARB shall consist of a minimum of two (2) members who shall initially be named by the Declarant and who shall hold office at the pleasure of the Declarant. For so long as the Declarant or any Builder owns any portion of the Property, the Declarant shall have the right to change the number of members on the ARB, and to appoint, remove, and replace all members of the ARB, and determine which members of the ARB shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by the Declarant, the Declarant shall have the right to replace any such members within thirty (30) days of such occurrence. If the Declarant fails to replace that member, the remaining members of the ARB shall fill the vacancy by appointment. After the date that neither the Declarant nor any Builder owns any portion of the Property, the Board shall have the same rights as the Declarant with respect to the ARB. There is no requirement that any member of the ARB be a member of the Association. A majority of the ARB shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. In lieu of a meeting, the ARB may act in writing.

(a) **Power and Duties of the ARB.** No improvements shall be constructed on a Lot, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or installed upon a Lot, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by the Declarant (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ARB. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ARB shall be subject to the approval of the ARB in the same manner as required for approval of original plans and specifications.

(b) **Design Guidelines.** Each Owner and its contractors and employees shall observe, and comply with, the Design Guidelines that now or may hereafter be adopted by the Declarant or the Board. Prior to the Turnover Date, the Declarant or the Board shall have the right to adopt Design Guidelines. After the Turnover Date, the Board shall have the right to adopt Design Guidelines; provided, however, for so long as the Declarant or any Builder owns any portion of the Property, the Declarant shall have the right to approve the Design Guidelines and any amendments thereto, which approval may be granted or denied in its sole discretion. The Design Guidelines, as amended from time to time, (i) shall be effective from the date of adoption by either the Declarant or the Board, as applicable; (ii) shall be specifically enforceable by injunction or otherwise; and (iii) shall have the effect of covenants as if set forth herein verbatim. To the extent the Design Guidelines are more restrictive as to any matter set forth in this Declaration or the Master Governing Documents, then the provisions of the Design Guidelines shall control. The Design Guidelines shall not require any Owner to alter the improvements approved by the ARB and previously constructed. Notwithstanding anything to the foregoing, any amendment to the

Design Guidelines or architectural or similar rules shall require the written approval of AG so long as AG owns any Lot or other portion of the Property.

(c) General Plan. It is the intent of this Declaration to create a general plan and scheme of development of SILVER FALLS. Accordingly, the ARB shall have the right to approve or disapprove all architectural, landscaping, and improvements within SILVER FALLS by Owners. The ARB shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by the ARB. The ARB may impose standards for design, construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. For so long as the Declarant, AG, or any other Builder owns any portion of the Property, any additional standards or modification of existing standards shall require the consent of the Declarant and AG, as applicable, which may be granted or denied in its sole discretion.

(d) Master Plan. The Declarant has established a plan for SILVER FALLS. However, notwithstanding the above, or any other document, brochures or plans, the Declarant reserves the right to modify such plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances, provided that the Declarant obtains prior written approval from AG, so long as AG owns any portion of the property within SILVER FALLS. WITHOUT LIMITING THE FOREGOING, THE MASTER DECLARANT, THE DECLARANT AND/OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING SILVER FALLS AND/OR THE MASTER COMMUNITY. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW SILVER FALLS OR THE MASTER COMMUNITY WILL APPEAR UPON COMPLETION AND THE DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS THE DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION (SUBJECT TO ANY REQUIRED APPROVALS BY AG AND/OR THE MASTER DECLARANT).

9.2 Review Procedures. In order to obtain the approval of the ARB, each Owner shall observe the following:

(a) Each applicant shall submit an application to the ARB with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ARB. The applications shall include such information as may be required by the application form adopted by the ARB. The ARB may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ARB, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the

predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ARB.

(b) In the event the information submitted to the ARB is, in the ARB's opinion, incomplete or insufficient in any manner, the ARB may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

(c) No later than thirty (30) days after receipt of all information required by the ARB for final review, the ARB shall approve or deny the application in writing. The ARB shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ARB's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ARB shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ARB fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ARB.

(d) Construction of all improvements shall be completed within the time period set forth in the application and approved by the ARB.

(e) In the event that the ARB disapproves any plans and specifications, the applicant may request a rehearing by the ARB for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ARB, unless applicant waives this time requirement in writing. The ARB shall make a final written decision no later than thirty (30) days after such meeting. In the event the ARB fails to provide the applicant such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

(f) Upon final disapproval (even if the members of the Board and the ARB are the same), the applicant may appeal the decision of the ARB to the Board within thirty (30) days of the applicant's receipt of the ARB's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ARB, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

(g) Each Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

9.3 Variance. The Declarant, the Board or the ARB may authorize variances from compliance with any architectural provisions of this Declaration or applicable Design Guidelines,

on a case by case basis, when circumstances such as topography, natural obstructions, hardships, environmental considerations, or aesthetic or other considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Declarant or the Board or ARB (as applicable) and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall have been delivered to the applicable Owner. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable Design Guidelines covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

9.4 Construction Activities; Compliance. The following provisions govern construction activities by Owners after consent of the ARB has been obtained:

(a) Each Owner shall deliver to the ARB, if requested, copies of all construction and building permits as and when received by the Owner. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas, and other such areas in SILVER FALLS shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept on any Lot and no construction materials shall be stored in SILVER FALLS, subject, however, to such conditions and requirements as may be promulgated by the ARB. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any Common Areas or other Lots or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property. All construction activities shall comply with the Design Guidelines. If an Owner (or any of its respective contractors and employees) shall fail to comply in any regard with the requirements of this Section, the ARB may require that such Owner post security with the Association in such form and such amount deemed appropriate by the ARB in its sole discretion.

(b) There shall be provided to the ARB, if requested, a list (name, address, telephone number and identity of contact person), of all contractors and changes to the list as they occur. For purposes of this Declaration, the term "contractors" shall mean construction contractors, subcontractors, materialmen and suppliers related to construction on a Lot by an Owner other than Declarant or an approved Builder. The ARB shall have the right to require that contractors' employees check in at any designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ARB. Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Design Guidelines by all of its employees and contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or, in the opinion of the ARB, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to

cure, the ARB shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in SILVER FALLS.

(c) The ARB may, from time to time, adopt standards governing the performance or conduct of Owners, contractors and their respective employees within SILVER FALLS. Each Owner shall comply with such standards and cause its respective employees to also comply with same. The ARB may also promulgate requirements to be inserted in all contracts relating to construction within SILVER FALLS and each Owner shall include the same therein.

(d) There is specifically reserved to the Association and ARB and to any agent or member of either of them, the right of entry and inspection upon any portion of SILVER FALLS at any time within reasonable daytime hours, for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration or the Design Guidelines.

(e) Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of the Association or the ARB, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicable Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by the Association or ARB. The costs shall be deemed an individual assessment and enforceable pursuant to the provisions of this Declaration. The ARB and/or the Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Design Guidelines, by any legal or equitable remedy.

(f) In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, the prevailing party shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

9.5 Certificate of Compliance; Non-Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Lot by an entity other than the Declarant, or its designees, the Owner shall obtain a Certificate of Compliance from the ARB, certifying that the Owner has complied with the requirements set forth herein. The ARB may, from time to time, delegate to a member or members of the ARB the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ARB's rights set forth in this Article IX. In the event that any Owner fails to comply with the provisions contained herein, the Design Guidelines, or other guidelines or standards promulgated by the ARB, the Association and/or ARB may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Lot stating that the improvements on the Lot fail to meet the requirements of this Declaration and that the Lot is subject to further enforcement remedies.

9.6 Master Association Approval. All matters that are subject to architectural review and approval pursuant to this Article IX shall also be subject to review and approval of the

Master Association in accordance with the terms of the Master Declaration. In the event of any conflict between any architectural review decision made pursuant to this Declaration, and an architectural decision made pursuant to the Master Declaration, the decision made pursuant to the Master Declaration shall control.

9.7 Exemption. Notwithstanding anything to the contrary contained in the Governing Documents, including, without limitation, the Design Guidelines, any improvements of any nature made or to be made by the Declarant, any Builder, or their contractors, agents, and assigns, including, without limitation, improvements made or to be made to the Common Areas or any Lot or Home, shall not be subject to the Design Guidelines and/or review and approval by the ARB or the Association; provided, however, all improvements of any nature whatsoever made or to be made by a Builder (except Lennar, in the event Lennar is no longer the Declarant), or their agents, assigns or contractors, shall be subject to the Design Guidelines and subject to review and approval by the Declarant. Upon approval of such Builder's plans by the Declarant, such approval may not be revoked or modified by the Board or the ARB notwithstanding Turnover.

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

9.9 Additional Requirements for Improvements Affecting the Irrigation System on a Lot. Owners shall be obligated to obtain prior written approval of the Association and the ARB before taking any action that may affect any loop irrigation system. If any Owner makes (or causes to be made) any alterations or improvements to his/her Lot that in any way affects the loop irrigation system (as applicable), such Owner shall be responsible for taking measures to "cap off" the main line of the loop irrigation system that leads to the Lot. Notwithstanding anything contained in the Governing Documents to the contrary, once the main line is "capped off," such Owner shall then be responsible for his/her own irrigation system for the Lot. Any damages to the Lot or damage to any other Home(s) connected to the loop irrigation system resulting from an Owner's failure to comply with the terms set forth herein shall be the sole responsibility of such non-complying Owner. Prior to the ARB approving the installation of any patio, screened enclosure, or other improvement on a Lot ("**Improvement**"), any portion of the irrigation system that will be affected by such Improvement shall be re-routed, if necessary, by a professional irrigation company at such Owner's sole cost and expense. In order for the ARB to approve the installation of a proposed Improvement, a letter or other acceptable evidence by a professional irrigation company must be given to the ARB at least ten (10) days before the Improvement installation setting forth that the drainage system within SILVER FALLS will not be affected by the re-routing of the irrigation system required as a result of such Improvement. If an Owner installs the Improvement without providing the necessary letter or other evidence from a professional irrigation company in advance as required herein, then the Association may conduct the necessary inspection, repair any necessary drainage facilities, and charge the work as an individual assessment to such Owner.

9.10 Limited Liability. The Declarant, Builders, AG, the Association, the directors or officers of the Association, the ARB, the members of the ARB, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party

whatsoever, due to any mistakes in judgment, negligence, or any action of the Declarant, Builders, AG, the Association, the ARB or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against the Declarant, Builders, AG, the Association, or their respective directors or officers, the ARB or the members of the ARB, or their respective agents, in order to recover any damages caused by the actions of the Declarant, Builders, AG, the Association, or the ARB or their respective members, officers, or directors in connection with the provisions of this Article IX. The Association does hereby indemnify, defend and hold the Declarant, Builders, AG, and the ARB, and each of their respective members, officers, directors, shareholders and any related persons or corporations and their employees, harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, the Association, the ARB or their members, officers and directors. The Declarant, Builders, AG, the Association, its directors or officers, the ARB or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

IN CONNECTION WITH ALL REVIEWS, ACCEPTANCES, INSPECTIONS, PERMISSIONS, CONSENTS OR REQUIRED APPROVALS BY OR FROM THE DECLARANT, AG, THE ASSOCIATION OR THE MASTER ASSOCIATION AS CONTEMPLATED BY THIS ARTICLE IX, THE DECLARANT, AG, BUILDERS, THE ASSOCIATION AND THE MASTER ASSOCIATION SHALL NOT BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST AN OWNER OR SUCH OTHER PERSON AND ARISING OUT OF OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF ANY SUCH REVIEWS, ACCEPTANCES, INSPECTIONS, PERMISSIONS, CONSENTS OR REQUIRED APPROVALS, WHETHER GIVEN, GRANTED OR WITHHELD BY THE DECLARANT, AG, THE ASSOCIATION OR THE MASTER ASSOCIATION.

ARTICLE X.

MASTER ASSOCIATION

10.1 Master Association. SILVER FALLS is subject to the Master Declaration and all terms, conditions, restrictions, covenants and easements set forth therein that are applicable to SILVER FALLS. Each Owner, by acquiring title to a Lot, will be subject to the terms and conditions of the Master Governing Documents, as amended and supplemented from time to time. The Master Declaration contains certain rules, regulations and restrictions relating to the use of Lots, Homes and Common Area. EACH OWNER AND ITS LESSEES, GUESTS AND INVITEES SHALL BE RESPONSIBLE FOR REVIEWING, UNDERSTANDING AND COMPLYING WITH THE MASTER GOVERNING DOCUMENTS. In the event of a direct conflict between any of the Master Governing Documents and this Declaration or other governing documents of the Association, the Master Governing Documents shall control. Generally, the provisions of this Declaration and the Master Declaration which address the same subject matter shall all apply to the extent such provisions do not directly contradict one another. In the event

there is a direct contradiction in the provisions of this Declaration and the Master Declaration, the Master Declaration shall control; provided, however, it shall not be considered a contradiction or a conflict to the extent this Declaration provides additional restrictions, terms, conditions and details on concepts otherwise addressed in or contemplated by the Master Declaration.

10.2 Lien Rights; Master Association Assessments. Pursuant to the Master Governing Documents, each Owner is obligated to pay assessments to the Master Association. Among the powers of the Master Association is the power to assess each Owner for assessments as set forth in the Master Declaration, and to impose and foreclose liens upon each Lot in the event such assessments are not paid when due. All such assessments and charges owed to the Master Association pursuant to the Master Governing Documents shall be referred to herein as “**Master Association Assessments.**” Unless the Master Association elects to collect Master Association Assessments directly from the Owners, Owners within SILVER FALLS are obligated to pay Master Association Assessments to the Association who shall remit them to the Master Association as more particularly described in and levied pursuant to the Master Declaration. Notwithstanding the foregoing or anything contained herein to the contrary, Master Association Assessments shall not be deemed part of the Operating Expenses. Further notwithstanding the collection of assessments due to the Master Association by this Association, nothing contained herein shall affect the Master Association’s right to directly enforce each Member’s individual obligation to pay assessments to the Master Association pursuant to the Master Declaration. The Master Association is entitled to a lien upon any Lot for any unpaid assessments levied pursuant to the terms of the Master Declaration.

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

10.4 Master Association Membership; No Voting by Owners. Each Owner shall automatically become a member of the Master Association upon acceptance of a deed to a Lot and the issuance of a certificate of occupancy or similar authorization by St. Johns County, Florida or other governmental authority having jurisdiction, for a residential dwelling unit constructed on the Lot. The Master Association represents Owners and residents of certain portions of the Silverleaf Development. The Master Association acting through its Board of Directors, shall have certain powers, rights and duties with respect to the Property and with respect to the Silverleaf Development all as more particularly set forth in the Master Declaration and Master Governing Documents. Pursuant to Section VI of the Articles of Incorporation of the Master Association, even though each Owner also is a member of the Master Association, Members of the Master Association who are members of a Subassociation shall vote collectively through the Subassociation, and such Subassociations shall be entitled to exercise the number of votes equal to the number of Assessment Equivalents (as defined in the Master Governing Documents) attributable to the Lots and Building Sites (as defined in the Master Governing Documents) owned by Owners who are members of the respective Subassociations. The votes of Owners of Lots in SILVER FALLS shall be exercised by either (i) the President of the Association, or (ii) if the President is not available or able to exercise such vote, the Vice President of the Association.

ARTICLE XI. NOTICE OF PERMIT REQUIREMENTS

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

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

ARTICLE XII. GENERAL PROVISIONS

12.1 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, provided that the Declarant obtains prior written approval from AG, so long as AG owns any Lot or portion of the Property. 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 shall be dispositive for all purposes.

12.2 Remedies for Violations. If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration, it shall be lawful for the Association, the Master Association, the Declarant or any Owner (i) to prosecute proceedings at law for the recovery of damages against those violating or attempting to violate the covenant or restriction; or (ii) to maintain any proceeding against those violating or attempting to violate the covenant or restriction for the purpose of preventing or enjoining all or any violations, including seeking mandatory injunctions requiring compliance with the provisions of this Declaration. The ACOE and the SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or SJRWMD. In the event of a dispute arising under this Declaration, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recovery of its reasonable attorneys' fees and costs which shall include attorneys' fees and costs for pretrial preparation, trial, appeal and in bankruptcy proceedings. Such attorneys' fees and costs shall include attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline. The remedies described in this Section 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 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, AG and Lennar (so long as either Declarant, AG or Lennar, as applicable, own any portion of the Property), may impose any additional covenants or restrictions on any part of the Property. Evidence of the Declarant's and/or AG's prior written consent shall be obtained in the form of a joinder executed by the Declarant and/or AG, as applicable. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and AG, as applicable, and recorded in the public records of St. Johns County, Florida. Subject to the rights of AG as provided herein or in the Option Agreement, Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of SILVER FALLS, and may form property owners associations, sub-associations, or cooperatives governing such property. Further, Declarant may include in any contract, deed or other instrument covering all or any part of the Property, any

additional covenants or restrictions. Any such instrument shall be consistent with the provisions of this Declaration.

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.

(a) Term and Termination. Subject to the Declarant's and the Association's right to amend this Declaration as specifically provided herein, the covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded in the public records of St. Johns County, Florida, with said covenants otherwise preserved, revitalized for successive terms and/or otherwise applicable in accordance with Florida Statutes, Chapters 720 and 712, as amended from time to time. Alternatively, after such time as neither Declarant nor AG nor any Builder owns any portion of the Property, the Members may terminate this Declaration by an instrument signed by an officer of the Association on behalf of eighty percent (80%) of the total voting interests of the Members agreeing to terminate this Declaration recorded in the public records of St. Johns County, Florida. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change.

(b) General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration or the other Governing Documents shall affect the rights of the Declarant or AG unless such amendment receives the prior written consent of the Declarant or AG, as applicable, which consent may be withheld for any reason whatsoever. So long as AG is the record title owner of any Lot or other portion of the Property, any amendment to this Declaration shall require the prior written approval of AG. Any purported amendment without such approval shall be deemed void and of no force and effect unless subsequently approved by a written consent signed by AG and recorded in the public records of St. Johns County, Florida. No amendment shall alter the provisions of this Declaration benefiting mortgage holders without the prior approval of the mortgage holder(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. No amendment to this Declaration shall be effective until it is recorded in the public records of St. Johns County, Florida. Notwithstanding any other provision of this Declaration to the contrary, so long as any Builder shall own any Lot (if and as applicable), such Builder's prior written consent shall be obtained prior to effectuating any amendment to the Governing Documents which is material and adverse to such Builder. 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.

(c) No Vested Rights. Each Owner by acceptance of a deed to a Home or Lot irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration. It is expressly intended that the Declarant and the Association have the broad right to amend this Declaration and the other governing documents of the Association, except as limited by applicable law as it exists on the date this Declaration is recorded in the public records of St. Johns County, Florida or except as expressly set forth herein.

(d) Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend this Declaration, the Design Guidelines, and/or the Rules and Regulations, as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date this Declaration is recorded in the public records of St. Johns County, Florida or except as expressly set forth herein. Such amendments may include, without limitation, (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of SILVER FALLS; (ii) additions or deletions from SILVER FALLS and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in the Design Guidelines; (v) changes in maintenance, repair and replacement obligations; and (vi) modifications of the use restrictions for Homes. The Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, the Declarant may create easements over, under and across Lots conveyed to Owners provided that such easements do not prohibit the construction or use of Homes on such Lots as residential dwellings. In the event the Association shall desire to amend this Declaration, the Design Guidelines, and/or the Rules and Regulations prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for adopting amendments after the Turnover as provided in Section 12.7(e) below. The Declarant shall join in the identical amendment to the Declaration so that their consent to the same will be reflected in the public records of St. Johns County, Florida. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed. So long as AG is the record title owner of any Lot or other portion of the Property within SILVER FALLS, any amendment to this Declaration shall require the prior written approval of AG.

(e) Amendments After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) a majority of the total voting interests of Members present (in person or by proxy) at a duly noticed meeting of the Members of the Association at which there is a quorum. After the Turnover, the Design Guidelines and the Rules and Regulations may be amended with the approval of a majority of the Board. Notwithstanding any other provision of this Declaration to the contrary, so long as any Builder shall own any Lot (if and as applicable), such Builder's prior written consent shall be obtained prior to effectuating any amendment to the Governing Documents which is material and adverse to such Builder.

(f) Compliance with HUD, FHA, VA, FNMA, GNMA and SJRWMD.

Notwithstanding any provision of this Declaration to the contrary, prior to the Turnover, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to Section 12.7(b) above, the Board shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

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 or other development permits and approvals. The Declarant may at any time assign to the Association, and the Association shall unconditionally accept, such permits and other approvals, and all of the Declarant's obligations and responsibilities for compliance with same. 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 any such permits occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

12.9 Additional Disclosures; Additional Rights of Declarant and Builders.

(a) Sales and Administrative Offices. The Declarant and Builders shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of SILVER FALLS and sales and re-sales of Lots, Homes and/or other properties owned by the Declarant or Declarant's affiliates outside of SILVER FALLS. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of SILVER FALLS, including Common Areas, as applicable, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas, as applicable, to show Lots or Homes. The sales offices, models, signs and all items pertaining to development and sales remain the property of the Declarant and/or Builders, as applicable. The Declarant and Builders shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date.

(b) Modification. Subject to the Master Governing Documents, the development and marketing of SILVER FALLS will continue as deemed appropriate in the Declarant's sole discretion, and nothing in this Declaration or the Design Guidelines, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or

convenient for the development of SILVER FALLS to, as an example and not a limitation, amend the master plan for SILVER FALLS, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which the Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. The Declarant shall have the unrestricted right, without approval or joinder of any other person or entity, provided that for so long as AG owns any Lot or other portion of the Property AG's consent shall be required: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the applicable plat or described herein, (ii) to plat or replat all or any part of SILVER FALLS owned by the Declarant or reconfigure any Lot owned by the Declarant, and (iii) to widen, extend or relocate any right of way shown on any applicable plat or convert a Lot to use as a right of way, provided that the Declarant owns the lands affected by or subject to such change. The Association and Owners shall, at the request of the Declarant, execute and deliver any and all documents and instruments which the Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

(c) Promotional Events. For so long as Declarant or any Builder owns any portion of the Property, the Declarant and its designated assigns, AG and other Builders, shall have the right, at any time or location within SILVER FALLS, as determined by the Declarant in its sole discretion, to hold marketing, special and/or promotional events within SILVER FALLS and/or on the Common Areas without any charge for use. The Declarant, Builders, and their agents or assignees shall have the right to market SILVER FALLS in advertisements and other media by making reference to SILVER FALLS, including, but not limited to, pictures or drawings of SILVER FALLS, Common Areas, parcels, Lots and Homes constructed in SILVER FALLS. All logos, trademarks, and designs used in connection with SILVER FALLS are the property of the Declarant, and the Association shall have no right to use the same after the Turnover except with the express written permission of the Declarant. For so long as Declarant or any Builder owns any portion of the Property, the Declarant and its designated assigns, AG and other Builders, shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Lots, Homes, or other properties owned by the Declarant or Declarant's affiliates or designees outside of SILVER FALLS. Notwithstanding any other provision of this Declaration to the contrary, except and excluding rights granted to and/or reserved in favor of Lennar (if Lennar is no longer the Declarant), the exercise of any rights reserved in favor of Builders pursuant to this Section shall be subject to the Declarant's prior written approval.

(d) Right to Enforce. The Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Design Guidelines and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so. So long as AG owns any Lot or other portion of the Property, AG shall have the right to enforce any of the provisions of this Declaration, the Articles and the Bylaws that are intended to be for the benefit of AG.

(e) Representations. The Declarant, AG and other Builders make no representations concerning development both within and outside the boundaries of SILVER FALLS and/or within and outside the Master Community, including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Lots or Homes and buildings in all other proposed forms of ownership and/or other improvements on SILVER FALLS

or adjacent to or near SILVER FALLS or the Master Community, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of Homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

(f) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, NEITHER THE DECLARANT, AG AND OTHER BUILDERS, NOR THE ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF SILVER FALLS INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PARTY WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(i) IT IS THE EXPRESS INTENT OF GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF SILVER FALLS HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF SILVER FALLS AND THE VALUE THEREOF;

(ii) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR ST. JOHNS COUNTY OR PREVENTS TORTIOUS ACTIVITIES;

(iii) THE PROVISIONS OF GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS SHALL BE APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON; AND

(iv) EACH OWNER (BY VIRTUE OF ITS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF SILVER FALLS (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, THE "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, AND CONTRACTORS

(INCLUDING MANAGEMENT COMPANIES, MANAGERS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

(g) Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS ARE VERY COMPLEX; THEREFORE, UNLESS OTHERWISE REQUIRED TO SUBMIT A DISPUTE (AS DEFINED HEREIN) TO MEDIATION AND/OR BINDING ARBITRATION PURSUANT TO ARTICLE XIII HEREIN, ANY CLAIM, DEMAND ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY RELATED TO, THE GOVERNING DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. THE DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

(h) Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (I) EXECUTED A PURCHASE AND SALE AGREEMENT, (II) RESIDES, (III) OBTAINS FINANCING OR (IV) CLOSED ON A HOME, EACH HOME IS LOCATED IN ST. JOHNS COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN ST. JOHNS COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DECLARANT AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN ST. JOHNS COUNTY, FLORIDA.

(i) Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. THE DECLARANT, AG AND OTHER BUILDERS ARE RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO THE DECLARANT, AG AND OTHER BUILDERS; ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR THE DECLARANT AND AG TO SUBJECT SILVER FALLS TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE THE DECLARANT, AG AND OTHER BUILDERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER, IN LAW OR IN EQUITY, WHICH AN

OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST THE DECLARANT, AG AND OTHER BUILDERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

(j) Right to Approve Sales Materials. All sales, promotional, and advertising materials for any sale of property in SILVER FALLS by any party shall be subject to the prior written approval of the Declarant. The Declarant shall deliver notice of the Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If the Declarant fails to deliver notice of the Declarant's approval or disapproval within such thirty (30) day period, the Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained. This paragraph shall not apply to AG or any other Builders.

(k) Use of Name of "SILVER FALLS". No person or entity shall use the name "SILVER FALLS," its logo, or any derivative of such name or logo in any printed or promotional material without the Declarant's prior written approval. The Declarant's right to use the name "SILVER FALLS," its logo, or any derivative of such name or logo shall survive and extend beyond the Turnover Date until such time as neither the Declarant nor any Builder nor their successors or assigns no longer own any portion of the Property. Until the Turnover Date, the Declarant shall have the sole right to approve the use of the SILVER FALLS name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name "SILVER FALLS" in printed or promotional matter where such term is used solely to specify that particular property is located within SILVER FALLS. This Section shall not apply to AG or any other Builders, and each Builder shall have the right to use the name "SILVER FALLS," its logo, or any derivative of such name or logo in any printed or promotional material without the Declarant's or the Association's prior written approval.

(l) Declarant Rights and Powers. Notwithstanding any provision in this Declaration to the contrary, AG shall be entitled to the benefit of (as though made directly to AG) any and all rights, easements, waivers, releases, disclaimers, indemnifications, exculpations and limitations of liability that are provided to Declarant under this Declaration.

(m) Duration of Rights. The rights of the Declarant, AG and other Builders, as applicable, set forth in this Declaration and the other Governing Documents shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) the date upon which all Homes in SILVER FALLS, as ultimately planned and as fully developed, have been completed and conveyed by the Declarant and/or Builders to end-user purchasers of such Homes; or (ii) a relinquishment of such rights by the Declarant, AG and other Builders, as applicable, in an amendment to the Declaration recorded in the public records of St. Johns County, Florida.

(n) Assignment of Powers. Subject to Section 2.8 above and the rights of AG as set forth herein, all or any part of the rights, exemptions, powers and reservations of the Declarant herein contained may be conveyed or assigned, in whole or in part, to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the public records of St. Johns County, Florida.

12.10 Limitation of Rights as Declarant. Notwithstanding any other provision contained in this Declaration, as long as Lennar is the Declarant, Lennar shall not, without AG's prior written, have the right to exercise any of the "Declarant" rights under this Declaration in any manner which will have a material or adverse impact on any Lot or other portion of the Property owned by AG.

12.11 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. If there is any conflict between the Declaration, the Articles, the Bylaws and the provisions of Florida law as it exists as of the date of recording this Declaration, then the provisions of Florida law as it exists as of the date of recording this Declaration, the provisions of the Declaration, the Articles and the Bylaws, in that order, shall prevail.

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

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

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

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, VENOMOUS 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 AND RETENTION/DETENTION AREA 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 AND RETENTION/DETENTION AREA BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

12.15 Option Termination. Notwithstanding any other provision of this Declaration, Lennar and AG acknowledge that, upon recordation of a termination of the Option Agreement, the Option Agreement, for purposes of this Declaration, shall be deemed terminated and shall no longer be in force or have any effect hereunder.

12.16 Enforcement. None of the provisions of this Declaration shall obligate or be construed to obligate Declarant, or AG, or their respective agents, representatives or employees, to undertake any affirmative action to enforce the provisions of this Declaration or any provision hereof, or to undertake any remedial or corrective action with respect to any actual or asserted violation hereof or thereof.

12.17 Approval of AG. Notwithstanding any other provision contained herein, any provision requiring the consent of the Declarant to any recorded document that would affect the Property, including but not limited to additional covenants, easements, replat, or re-subdivision of any portion of the Property, shall also require the prior written consent of AG to any such document as long as AG owns any Lot, other portion of the Property, or any annexable property.

12.18 Failure to Obtain AG Approval. Notwithstanding any other provision contained herein, any recorded document which requires AG's consent hereunder, recorded without AG's consent shall be deemed void and of no force and effect, unless subsequently approved by a written consent signed by AG and recorded.

ARTICLE XIII. RESOLUTION OF DISPUTES

13.1 By acceptance of a deed to a Lot, each Owner specifically agrees that the purchase of a Lot involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Declaration or any dealings between the Lot Owner and the Declarant; (2) arising by virtue of any representations, promises or warranties alleged to have been made by the Declarant or the Declarant's representative; (3) relating to personal injury or property damage

alleged to have been sustained by the Owner, the Owner's children or other occupants of the Lot; or (4) issues of formation, validity or enforceability of this Section. Each Owner agrees to the foregoing on behalf of his or her children and other occupants of the Lot with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

13.2 Any and all mediations commenced by any Owner or the Declarant shall be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

13.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) or includes a demand for punitive damages, the Dispute shall be heard and determined by three (3) arbitrators; however, if mutually agreed to by the Lot Owner and the Declarant, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

13.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. By acceptance of a deed to a Lot, each Owner specifically agrees (i) that any Dispute involving the Declarant's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (ii) that the Declarant may, at its sole election, include the Declarant's contractors, subcontractors and suppliers, as well as any warranty company

and insurer as parties in the mediation and arbitration; and (iii) that the mediation and arbitration will be limited to the parties specified herein.

13.5 To the fullest extent permitted by applicable law, by acceptance of a deed to a Lot, each Owner specifically agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, by acceptance of a deed to a Lot, each Owner agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

13.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

13.7 An Owner may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

13.8 The Declarant supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

(a) Notwithstanding the requirements of arbitration stated in this Section, each Owner shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

(b) Any mediator and associated administrative fees incurred shall be shared equally by the parties.

(c) The fees for any claim pursued via arbitration shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

13.9 Notwithstanding the foregoing, if either the Declarant or an Owner seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

13.10 THE DECLARANT AND EACH OWNER BY ACCEPTANCE OF A DEED TO A LOT SPECIFICALLY AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS DECLARANT FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 13.4 ABOVE.

13.11 Notwithstanding anything contained herein to the contrary, this Article XIII shall also apply to Builders (if any and as applicable) on the same basis as the Declarant, a Builder shall not be considered an "Owner" for purposes of this Article XIII, and Builders are hereby granted and benefitted by the same rights, easements, privileges, benefits, notices and acknowledgements granted to and/or otherwise benefitting the Declarant pursuant to this Article XIII.

[Signatures begin on next page]

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed under seal this 16th day of January, 2024.

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

LENNAR HOMES, LLC, a Florida limited
liability company

[Signature]
Print Name: Lindsay Somers
Address: 7111 Fullerton St #220
Jacksonville, FL 32256

By: [Signature]
Printed: Cheshae Beawn
Title: VP

[Signature]
Print Name: Joel Dykens
Address: 7111 Fullerton St #220
Jacksonville, FL 32256

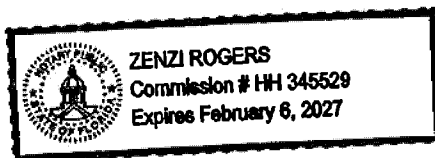
STATE OF FLORIDA)

COUNTY OF Duval)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 16th day of January, 2024, by Cheshae Beawn, the VP of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

My commission expires: 2/6/27

[Signature]
NOTARY PUBLIC
Print Name Zenzi Rogers



JOINDER

AG EHC II (LEN) MULTI STATE 1, LLC, a Delaware limited liability company ("AG") does hereby join in the DECLARATION OF COVENANTS AND RESTRICTIONS FOR SILVER FALLS (the "**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. AG agrees this Joinder is for the purpose of evidencing AG's acceptance of the Declaration and subjecting any land within SILVER FALLS owned by AG to the terms of the Declaration, which shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 12 day of January, 2024.

WITNESSES:

"AG"

AG EHC II (LEN) MULTI STATE 1, LLC,
a Delaware limited liability company

By: ESSENTIAL HOUSING ASSET
MANAGEMENT, LLC, an Arizona
limited liability company, its
Authorized Agent

By: Steven S. Benson
Steven S. Benson, its Manager

[Seal]

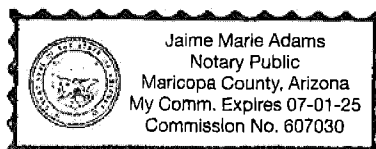
Wendy Stoeckel
Print Name: Wendy Stoeckel
Address: 8585 E Hartford Dr., Ste 118
Scottsdale, Az. 85255

Jeanette Lakavage
Print Name: Jeanette Lakavage
Address: 8585 E Hartford Dr., Ste 118
Scottsdale, Az. 85255

STATE OF ARIZONA)
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 12 day of January, 2024, by Steven S. Benson, the manager of ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) MULTI STATE 1, LLC, a Delaware limited liability company, for and on behalf thereof, who ☒ is personally known to me or ☐ has produced as identification.

(SEAL)



NOTARY PUBLIC

Print Name Jaime Marie Adams

JOINDER

SILVER FALLS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in the DECLARATION OF COVENANTS AND RESTRICTIONS FOR SILVER FALLS (the "Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this Joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 10th day of January, 2024.

WITNESSES:

SILVER FALLS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

[Signature]
 Print Name: Lindsay Somers
 Address: 7411 Fullerton St 220
Jacksonville, FL 32254

By: [Signature]
 Name: Zenzi Rogers
 Title: President

[Signature]
 Print Name: Joel Dykens
 Address: 7411 Fullerton St 220
Jacksonville, FL 32254

[Corporate Seal]

STATE OF FLORIDA)
 COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10th day of January, 2024, by ZENZI ROGERS, as President of SILVER FALLS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who ☒ is personally known to me or ☐ has produced as identification.

My commission expires: 6/30/2027

[Signature]
 NOTARY PUBLIC, State of Florida at Large
 Print Name: Angela Carter Howell



MASTER DECLARANT JOINDER

WHITE'S FORD TIMBER, LLC, a Florida limited liability company ("**Master Declarant**") hereby join in and consent to the DECLARATION OF COVENANTS AND RESTRICTIONS FOR SILVER FALLS (the "**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Master Declarant agrees this Joinder is for the purpose of evidencing Master Declarant's approval and acceptance of the Declaration, including all exhibits referenced therein and attached thereto.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 17 day of January, 2024.

WITNESSES:

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

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

Beverly L. Cunningham
 Print Name: Beverly L. Cunningham
 Address: 50 Silver Forest Dr., Ste 200
St. Augustine, FL 32092

By: Cody Hutson
 Name: Cody Hutson
 Title: President

Tania VenRooy
 Print Name: Tania VenRooy
 Address: 50 Silver Forest Dr Ste 200
St Augustine, FL 32092

STATE OF FLORIDA)
 COUNTY OF St. Johns)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17th day of January, 2024, by Cody Hutson as 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 the company, and who ☒ is personally known to me or ☐ has produced _____ as identification.

My commission expires: 11/20/2027



BEVERLY L. CUNNINGHAM
 Notary Public
 State of Florida
 Comm# HH445328
 Expires 11/20/2027

Beverly L. Cunningham
 NOTARY PUBLIC, State of Florida at Large
 Print Name: Beverly L. Cunningham

EXHIBIT A**Legal Description of the Property****PARCEL 22 WEST AREA 2A**

A portion of Section 6, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwesterly corner of said Section 6; thence North $86^{\circ}53'51''$ East, along the Southerly line of said Section 6, a distance of 2010.41 feet to the Point of Beginning.

From said Point of Beginning, thence North $03^{\circ}06'09''$ West, departing said Southerly line of Section 6, a distance of 115.00 feet to the point of curvature of a curve concave Easterly having a radius of 50.00 feet; thence Northerly along the arc of said curve, through a central angle of $36^{\circ}52'12''$, an arc length of 32.18 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $15^{\circ}19'57''$ East, 31.62 feet; thence North $03^{\circ}06'09''$ West, along a non-tangent line, 150.00 feet; thence South $86^{\circ}53'51''$ West, 5.00 feet; thence North $03^{\circ}06'09''$ West, 50.00 feet; thence North $05^{\circ}00'09''$ East, 35.46 feet; thence North $03^{\circ}06'09''$ West, 136.68 feet to the point of curvature of a curve concave Easterly having a radius of 930.00 feet; thence Northerly along the arc of said curve, through a central angle of $08^{\circ}34'53''$, an arc length of 139.29 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $01^{\circ}11'18''$ East, 139.16 feet; thence North $05^{\circ}28'45''$ East, 133.93 feet to the point of curvature of a curve concave Easterly having a radius of 1430.00 feet; thence Northerly along the arc of said curve, through a central angle of $10^{\circ}46'16''$, an arc length of 268.83 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $10^{\circ}51'53''$ East, 268.43 feet; thence North $16^{\circ}15'01''$ East, 418.02 feet to the point of curvature of a curve concave Westerly having a radius of 1570.00 feet; thence Northerly along the arc of said curve, through a central angle of $10^{\circ}46'16''$, an arc length of 295.15 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $10^{\circ}51'53''$ East, 294.71 feet; thence North $05^{\circ}28'45''$ East, 114.30 feet; thence North $02^{\circ}49'03''$ West, 34.65 feet; thence North $05^{\circ}28'45''$ East, 80.00 feet; thence South $84^{\circ}31'15''$ East, 184.14 feet; thence North $05^{\circ}28'45''$ East, 192.36 feet; thence North $07^{\circ}22'17''$ East, 99.70 feet; thence North $06^{\circ}07'35''$ West, 223.50 feet; thence North $87^{\circ}36'29''$ West, 110.32 feet; thence North $89^{\circ}29'56''$ West, 57.34 feet to a point on a non-tangent curve concave Westerly having a radius of 2522.00 feet; thence Northerly along the arc of said curve, through a central angle of $01^{\circ}59'23''$, an arc length of 87.58 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $04^{\circ}46'28''$ East, 87.57 feet; thence Northeasterly along the arc of a curve concave Southeasterly having a radius of 25.00 feet, through a central angle of $88^{\circ}36'45''$, an arc length of 38.66 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $48^{\circ}05'09''$ East, 34.92 feet; thence North $02^{\circ}23'32''$ East, along a non-tangent line, 50.00 feet to a point on a non-tangent curve concave Northeasterly having a radius of 25.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $88^{\circ}36'45''$, an arc length of 38.66 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $43^{\circ}18'06''$ West, 34.92 feet; thence Northerly along the arc of a curve concave Westerly having a radius of 2040.00 feet, through a central angle of $02^{\circ}23'25''$, an arc length of 85.10 feet

to a point on said curve, said arc being subtended by a chord bearing and distance of North 00°11'26" West, 85.10 feet; thence South 88°07'16" East, along a non-tangent line, 66.47 feet; thence South 87°36'28" East, 74.82 feet; thence North 03°39'03" West, 332.75 feet; thence South 86°29'38" West, 62.77 feet; thence North 03°16'02" West, 50.26 feet to a point on a non-tangent curve concave Northeasterly having a radius of 25.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 66°25'19", an arc length of 28.98 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 60°03'23" West, 27.39 feet; thence Northwesterly along the arc of a curve concave Southwesterly having a radius of 100.00 feet, through a central angle of 27°13'26", an arc length of 47.51 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 40°27'26" West, 47.07 feet; thence Northwesterly along the arc of a curve concave Northeasterly having a radius of 25.00 feet, through a central angle of 50°48'08", an arc length of 22.17 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 28°40'06" West, 21.45 feet; thence North 03°16'02" West, 278.50 feet; thence North 41°38'18" East, 35.41 feet to a point lying on the Southerly line of Temporary Access Easement 2, as described and recorded in Official Records Book 4778, page 354, of the Public Records of said county; thence Easterly along said Southerly line and along the arc of a non-tangent curve concave Northerly having a radius of 2175.00 feet, through a central angle of 15°16'57", an arc length of 580.13 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 77°55'22" East, 578.41 feet; thence South 06°23'30" East, departing said Southerly line and along a non-tangent line, 620.61 feet; thence South 19°58'28" East, 651.14 feet; thence South 14°40'42" East, 954.62 feet; thence South 06°31'15" West, 142.46 feet; thence South 40°42'44" West, 46.91 feet to a point on a non-tangent curve concave Westerly having a radius of 25.00 feet; thence Southerly along the arc of said curve, through a central angle of 54°26'35", an arc length of 23.76 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 22°03'59" East, 22.87 feet; thence South 05°09'19" West, 108.15 feet; thence South 88°53'00" West, 33.73 feet; thence North 72°48'57" West, 104.01 feet; thence South 14°18'01" West, 409.26 feet; thence South 01°08'37" East, 725.34 feet to a point lying on said Southerly line of Section 6; thence South 86°53'51" West, along said Southerly line, 1102.44 feet to the Point of Beginning.

Containing 73.40 acres, more or less.

TOGETHER WITH:

PARCEL 22 WEST AREA 3A

A portion of Section 6, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwesterly corner of said Section 6; thence North 86°53'51" East, along the Southerly line of said Section 6, a distance of 884.62 feet to the Point of Beginning.

From said Point of Beginning, thence North 23°26'00" West, departing said Southerly line of Section 6, a distance of 1284.89 feet to a point lying on the Easterly line of that certain FPL Easement, as described and recorded in Official Records Book 46, page 653, of the Public Records

of said county; thence North $16^{\circ}45'00''$ East, along said Easterly line, 1740.43 feet; thence North $89^{\circ}43'19''$ East, departing said Easterly line, 794.97 feet; thence South $88^{\circ}00'50''$ East, 283.40 feet; thence South $01^{\circ}59'10''$ West, 619.60 feet; thence South $11^{\circ}18'45''$ West, 171.55 feet to a point on a non-tangent curve concave Northerly having a radius of 348.50 feet; thence Easterly along the arc of said curve, through a central angle of $07^{\circ}08'56''$, an arc length of 43.48 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $82^{\circ}38'35''$ East, 43.46 feet; thence North $05^{\circ}28'45''$ East, along a non-tangent line, 15.00 feet; thence South $84^{\circ}31'15''$ East, 175.00 feet; thence South $05^{\circ}28'45''$ West, 80.00 feet; thence South $13^{\circ}14'53''$ West, 36.99 feet; thence South $05^{\circ}28'45''$ West, 111.94 feet to the point of curvature of a curve concave Westerly having a radius of 1430.00 feet; thence Southerly along the arc of said curve, through a central angle of $10^{\circ}46'16''$, an arc length of 268.83 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $10^{\circ}51'53''$ West, 268.43 feet; thence South $16^{\circ}15'01''$ West, 418.02 feet to the point of curvature of a curve concave Easterly having a radius of 1570.00 feet; thence Southerly along the arc of said curve, through a central angle of $10^{\circ}46'16''$, an arc length of 295.15 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $10^{\circ}51'53''$ West, 294.71 feet; thence South $05^{\circ}28'45''$ West, 133.93 feet to the point of curvature of a curve concave Easterly having a radius of 1070.00 feet; thence Southerly along the arc of said curve, through a central angle of $08^{\circ}34'53''$, an arc length of 160.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $01^{\circ}11'18''$ West, 160.11 feet; thence South $03^{\circ}06'09''$ East, 171.79 feet; thence North $86^{\circ}53'51''$ East, 5.00 feet; thence South $03^{\circ}06'09''$ East, 50.00 feet; thence South $86^{\circ}53'51''$ West, 3.00 feet; thence South $03^{\circ}06'09''$ East, 152.87 feet to a point on a non-tangent curve concave Westerly having a radius of 50.00 feet; thence Southerly along the arc of said curve, through a central angle of $32^{\circ}51'36''$, an arc length of 28.68 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $19^{\circ}31'56''$ East, 28.28 feet; thence South $03^{\circ}06'09''$ East, 115.00 feet to a point lying on said Southerly line of Section 6; thence South $86^{\circ}53'51''$ West, along said Southerly line, 1005.79 feet to the Point of Beginning.

Containing 85.39 acres, more or less

EXHIBIT B

Articles of Incorporation



Department of State

I certify from the records of this office that SILVER FALLS HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on January 25, 2024.

The document number of this corporation is N24000000920.

I further certify that said corporation has paid all fees due this office through December 31, 2024, and its status is active.

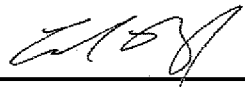
I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 124A00001678-012624-N24000000920-1/1, noted below.

Authentication Code: 124A00001678-012624-N24000000920-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-sixth day of January, 2024




Secretary of State



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SILVER FALLS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on January 25, 2024, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H24000031591. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N24000000920.

Authentication Code: 124A00001678-012624-N24000000920-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-sixth day of January, 2024




Secretary of State



January 26, 2024

FLORIDA DEPARTMENT OF STATE
Division of Corporations

SILVER FALLS HOMEOWNERS ASSOCIATION, INC.
7411 FULLERTON STREET, SUITE 220
JACKSONVILLE, FL 32256US

The Articles of Incorporation for SILVER FALLS HOMEOWNERS ASSOCIATION, INC. were filed on January 25, 2024, and assigned document number N24000000920. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H24000031591.

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

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

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

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

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

Rickey L Richardson
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 124A00001678

(((H24000031591 3)))

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

I. NAME AND DEFINITIONS.

The name of this corporation shall be SILVER FALLS HOMEOWNERS ASSOCIATION, INC. (the “**Association**”). All capitalized terms contained in these Articles of Incorporation (these “**Articles**”) that are not otherwise defined herein shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions for Silver Falls to be recorded in the 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 is 7411 Fullerton St., Suite 220, Jacksonville, Florida, 32256, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

III. PURPOSES.

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

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

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

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

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

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

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

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G. To perform all the duties and obligations of the Association set forth in the Declaration and Bylaws, as herein provided.

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.

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 and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments.

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

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

H. To borrow money, and (i) if prior to the Turnover Date, upon the approval of (a) a majority of the Board; and (b) the written consent of the Declarant, or (ii) from and after the Turnover Date, approval of (a) a majority of the Board; and (b) fifty-one percent (51%) of the voting interests of voting Members present (in person or by proxy) at a duly noticed meeting of the Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights.

I. To merge with any other association which may perform similar functions located

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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 and/or the Master Declaration.

K. To have the power to sue and be sued.

L. To take any other action necessary or desirable to carry out any purpose for which the Association has been organized.

M. To enter into agreements with other homeowners associations, property associations or other third parties, including, without limitation, any cost-sharing agreements or agreements to acquire licenses, leaseholds, memberships, and other possessory or use interests in other lands or facilities outside of SILVER FALLS, including, but not limited to, facilities, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, recreational amenities facilities, and other facilities. Pursuant to Section 720.31(6), Florida Statutes (2023), the Association is hereby expressly authorized to enter into such agreements upon the approval of a majority of the Board, and without any vote of the members of the Association, regardless of when the Association enters into such agreement.

N. To establish committees (which may be comprised of Owners and individuals which are not Directors or Officers of the Board) and delegate certain of its functions to those committees.

O. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of SILVER FALLS to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

P. To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise.

V. **MEMBERS.**

The members of the Association (“**Members**”) shall consist of the Declarant and each Owner. The Declarant rights with respect to membership in the Association are set forth in the Declaration, these Articles and the Bylaws. The Association shall have two (2) classes of voting membership as noted in Article VI below.

VI. **VOTING AND TURNOVER.**

A. In addition to the Declarant, upon acceptance of title to a Lot, and as additionally provided in the Declaration and the Bylaws, each Owner shall be a Member of the Association. Membership rights are governed by the provisions of the Declaration, these Articles and the

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Bylaws. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Lot. The Declarant rights with respect to membership in the Association are set forth in the Declaration, these Articles and the Bylaws. The Association shall have the following two (2) classes of voting membership:

1. Class A Members. Class A Members shall be all Owners (excluding Declarant); provided, however, prior to Turnover, AG shall be a Class B Member. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be Members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot.
2. Class B Member. The Declarant and AG shall be Class B Members and shall be entitled to nine (9) votes for each Lot owned; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration, the Declarant and AG shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon the Declarant and AG shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant and AG shall be entitled to one (1) vote for each Lot owned. "Turnover" shall mean the transfer of operation of the Association by the Declarant to Owners. The Turnover of the Association by the Declarant shall occur on the Turnover Date at the Turnover meeting. The purpose of the Turnover meeting is to elect a majority of the Board. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Class A Members of the date, location, and purpose of the Turnover meeting. The Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:
 - i. When ninety percent (90%) of the total Lots ultimately planned for SILVER FALLS are conveyed to members other than the Declarant; provided, however, for purposes of establishing the date required for Turnover, the term "Members other than the Declarant" shall not include Builders (including AG), contractors, or others who purchase a Lot or Parcel for the purpose of constructing Homes for resale;
 - ii. When the Declarant makes the election, in its sole and absolute discretion, to give written notice to the Association of its decision to cause the Turnover to occur; provided, however, notwithstanding the foregoing, as long as Lennar is the Declarant and as long as AG is the record title owner of any Lot(s) or other portion of SILVER FALLS, or any annexable property, Lennar may not, without the prior written consent of AG, elect to cause the Turnover to occur; or

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- iii. As otherwise required by Section 720.307, Florida Statutes (2023).

B. When an Owner is comprised of one or more persons or entities, all such persons shall be Members, and the vote(s) for the applicable portions of the Property shall be exercised as they among themselves shall determine. Unless a different number of votes is required for any action to the extent expressly provided in these Articles, the Declaration or the Bylaws, the affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present (in person or by proxy), or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association. For the purposes of determining who may exercise the voting interest associated with each Lot, the following rules shall govern:

- i. Home Owned By Legally Married Couple. Either spouse (but not both) may exercise the vote with respect to a Lot. In the event the spouses cannot agree, neither may exercise the voting interest for such Lot.
- ii. Trusts. In the event that any trust owns a Lot, the Association shall have no obligation to review the trust agreement with respect to such trust. By way of example, if the Lot is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Lot for all Association purposes. If the Lot is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Lot for all Association purposes. If the Lot is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Lot for all Association purposes. If the Lot is owned by the Jones Family Trust, the Jones Family Trust may not exercise its voting interest unless it presents to the Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Association, the identification of the person who should be treated as the Member with respect to the Lot for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Lot, either trustee may exercise the voting interest associated with such Lot. In the event of a conflict between trustees, the voting interest for the Lot in question cannot be exercised. In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the voting interest with respect to any Lot shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.
- iii. Corporations. If a Lot is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the voting interest associated with such Lot.
- iv. Limited Liability Companies. If a Lot is owned by a limited liability

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company, the company shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the voting interest associated with such Lot.

- v. Partnerships. If a Lot is owned by a limited partnership, any one of the general partners may exercise the voting interest associated with such Lot. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Lot is owned by a general partnership, any one of the general partners may exercise the voting interest associated with such Lot. In the event of a conflict among general partners entitled to exercise a voting interest, the voting interest for such Lot cannot be exercised.
- vi. Multiple Individuals. If a Lot is owned by more than one individual, any one of such individuals may exercise the voting interest with respect to such Lot. In the event that there is a conflict among such individuals, the voting interest for such Lot cannot be exercised.
- vii. Liability of the Association. The Association may act in reliance upon any writing, instrument or signature, whether original or by Electronic Transmission, which the Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of voting interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise a voting interest. In addition, the Board may impose additional requirements respecting the exercise of voting interests (e.g., the execution of a Voting Certificate).

C. The Association will obtain funds with which to operate by assessment of the Owners in accordance with the provisions of the Declaration, as supplemented by the provisions of these 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 an odd number not less than three (3) and not more than five (5) Directors. Directors need not

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be Members of the Association and need not be residents of the State of Florida. Until the Turnover Date (after which 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 (2023)), 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 (2023). 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 (2023).

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

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

NAME	ADDRESS
Zenzi Rogers	7411 Fullerton St., Suite 220, Jacksonville, Florida 32256
Tiffany Csalovszki	7411 Fullerton St., Suite 220, Jacksonville, Florida 32256
Joseph Panchula	7411 Fullerton St., Suite 220, Jacksonville, Florida 32256

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 office of President. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Members and until their successors are duly elected and qualified are:

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President: Zenzi Rogers	7411 Fullerton St., Suite 220, Jacksonville, Florida 32256
Vice President: Tiffany Csalovszki	7411 Fullerton St., Suite 220, Jacksonville, Florida 32256
Secretary/Treasurer: Joseph Panchula	7411 Fullerton St., Suite 220, Jacksonville, Florida 32256

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.**

A. **General Restrictions on Amendments.** Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of the Declarant, AG, or a Builder, unless such amendment receives the prior written consent of the Declarant, AG, or such Builder, as applicable, which may be withheld for any reason whatsoever. Further, so long as AG owns any Lot or other portion of the Property, any amendment to these Articles shall require the prior written approval of AG. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the public records of St. Johns County, Florida.

B. **Amendments prior to the Turnover.** Prior to the Turnover, but subject to the general and specific restrictions on amendments set forth above, and subject to the prior written approval of AG, the Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except to the extent limited by applicable law as of the date the Declaration is recorded. The Declarant's right to amend under this Section is to be construed as broadly as possible. In the event the Association shall desire to amend these Articles prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. The Declarant shall join in such identical amendment so that its consent to the same will be reflected in the public records of St. Johns County, Florida.

C. **Amendments From and After the Turnover.** After the Turnover, but subject to the general and specific restrictions on amendments set forth above, these Articles may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the voting

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interests of voting Members present (in person or by proxy) at a duly noticed meeting of the Members.

D. Compliance with HUD, FHA, VA, FNMA, GNMA and SJRWMD. Prior to the Turnover, the Declarant shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. In addition, the Board may amend these Articles as it deems necessary or appropriate to make the terms of these Articles consistent with applicable law in effect from time to time. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

E. Limitations. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of the Declarant.

XII. 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

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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.

XIII. 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.

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XIV. 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.

XV. 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 (2023). 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, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 22nd day of January, 2024.

A handwritten signature in black ink, appearing to read "C. O'Ryan", is written over a horizontal line.

Christian F. O'Ryan, Esq.
Incorporator
401 E. Jackson Street, Suite 2100
Tampa, Florida 33602

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ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 22nd day of January, 2024.

STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.

By: _____



Christian F. O’Ryan, Esq.

Registered Office:

401 East Jackson Street, Suite 2100
Tampa, Florida 33602

Principal Corporation Office:

7411 Fullerton St., Suite 220,
Jacksonville, Florida 32256

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EXHIBIT C

Bylaws

**BYLAWS
OF
SILVER FALLS HOMEOWNERS ASSOCIATION, INC.**

I. DEFINITIONS.

All capitalized terms contained in these Bylaws that are not otherwise defined herein shall have the same meanings as such terms are defined in the DECLARATION OF COVENANTS AND RESTRICTIONS FOR SILVER FALLS ("**Declaration**") to be recorded in the public records of St. Johns County, Florida, and in the Articles of Incorporation of the SILVER FALLS HOMEOWNERS ASSOCIATION, INC. ("**Association**").

II. LOCATION OF PRINCIPAL OFFICE.

The office of the Association shall be at 7411 Fullerton St., Suite 220, Jacksonville, Florida 32256, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

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

IV. BOARD OF DIRECTORS.

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

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

C. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

D. Prior to Turnover, the Declarant shall have the sole right to remove all directors (other than directors, if any, which Class A members have the right to elect) or members of any architectural committee or similar body, with or without cause, and to appoint the successors, so as to enable AG to take control of the Board of Directors should it succeed to the Declarant's rights under the Declaration.

V. **ELECTION OF DIRECTORS.**

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

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

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

D. No Member who is not in good standing with the Association may be nominated to serve as a Director. All questions as to the good standing of any Member shall be determined by the Board in accordance with the requirements of Chapter 720, Florida Statutes (2023).

E. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the discretion of the Board, by mail provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled by the Members other than the Declarant, (ii) set forth the names of those nominated for each such vacancy, and (iii) set forth the names of those appointed to the Board by the Declarant. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation.

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

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

VI. **POWERS AND DUTIES OF THE BOARD OF DIRECTORS.**

A. The Board of Directors shall have power:

1. To call meetings of the Members.

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

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

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

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

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

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

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

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

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

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

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

3. With reference to assessments of the Association:

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

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

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

C. Notwithstanding anything to the contrary contained herein or in the Articles of Incorporation or the Declaration, until the Turnover, the Declarant shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by the Association, the Board, the ARB, any committee of the Association, or the vote of the members. This right may be exercised by the Declarant at any time within sixty (60) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Association, the Board, the ARB or any committee of the Association.:

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.

E. The Board may, by majority consent, permit any Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting, such as telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Director participating in a meeting by this means is deemed to be present in person at the meeting. Notwithstanding any provision herein to the contrary, the meeting must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the meeting.

VIII. OFFICERS.

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

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

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

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

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

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

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

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

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

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property

manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

IX. **COMMITTEES.**

The Board shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members and shall include Members of the Association and/or members 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.

The Declarant shall have the sole right to appoint the members of the ARB for so long as Declarant owns any portion of the Property. Upon expiration of the right of the Declarant to appoint members of the ARB, the Board shall appoint the members of the ARB. As provided under the Declaration, the Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ARB.

X. **BOOKS AND RECORDS.**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

XI. **MEETINGS OF MEMBERS.**

A. The annual meetings of the Members shall be held at least once each calendar year on a date, at a time, and at a place to be determined 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 (2) or more members of the Board or upon the written request of ten percent (10%) of the voting interests of the Members of the Association. The business to be conducted at a Special meetings of the Members shall be limited to the extent required by Florida Statutes.

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

D. Until the Turnover, a quorum shall be established by the Declarant's presence, in person or by proxy, at any meeting. After the Turnover, a quorum for purposes of conducting business shall be established by the presence, in person or by proxy, of the Members entitled to cast ten percent (10%) of the total votes of the Association. To the extent permitted by applicable law, as amended from time to time, Members may attend Members' meetings and vote as if physically present via telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Member's attendance via telephone, real-time videoconferencing, or similar real-time electronic or video communication shall count toward the quorum requirements as if such Member was physically present. In the event Members elect not to be physically present at a Members' meeting, a speaker must be used so that the conversation of such Members may be heard by the Board or committee Members attending in person as well as by any Owners present at the meeting. Notwithstanding the foregoing or any other provision of these Bylaws to the contrary, Members may attend and participate via telephone, real-time videoconferencing, or similar real-time electronic or video communication only if a majority of the Board approved such manner of attendance.

XII. PROXIES.

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

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

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

XIII. SEAL.

The Association may elect to have a seal in circular form.

XIV. AMENDMENTS.

A. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Bylaws shall affect the rights of the Declarant, AG, or a Builder unless such amendment receives the prior written consent of the Declarant, AG, or such Builder, as applicable, which may be withheld for any reason whatsoever. Further, so long as AG owns any Lot or other portion of the Property, any amendment to these Bylaws shall require the prior written approval of AG. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment

to these Bylaws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the public records of St. Johns County, Florida.

B. Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend these Bylaws as it deems appropriate, subject to the prior written approval of AG, without the joinder or consent of any other person or entity whatsoever, except as limited by applicable law as it exists and is effective on the date the Declaration is recorded in the public records of St. Johns County, Florida, or except as expressly set forth herein. The Declarant's right to amend under this provision is to be construed as broadly as possible. In the event the Association shall desire to amend these Bylaws prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. Thereafter, the Declarant shall join in such identical amendment so that its consent to the same will be reflected in the public records of St. Johns County, Florida.

C. Amendments From and After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth above, these Bylaws may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the voting interests of the voting Members present (in person or by proxy) at a duly called meeting of the Members. Notwithstanding the foregoing, these Bylaws may be amended after the Turnover by a majority of the Board acting alone to change the number of Directors on the Board and their respective terms. Such change shall not require the approval of the Members. Any change in the number of Directors shall not take effect until the next Annual Members meeting.

D. Compliance with HUD, FHA, VA, FNMA, GNMA and SJRWMD. Prior to the Turnover, the Declarant shall have the right to amend these Bylaws, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover Date, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Bylaws, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party, shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

XV. INCONSISTENCIES.

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

XVI. FISCAL YEAR.

The first fiscal year shall begin on the date of incorporation and end on December 31st of that year. Thereafter, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

XVII. MISCELLANEOUS.

A. Florida Statutes. Whenever these Bylaws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date these Bylaws are recorded in the public records of St. Johns County, Florida, except to the extent provided otherwise as to any particular provision of the Florida Statutes.

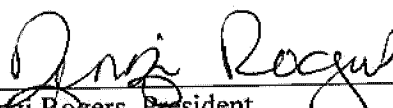
B. Severability. Invalidation of any of the provisions of these Bylaws by judgment or court order shall in no way affect any other provision, and the remainder of these Bylaws shall remain in full force and effect.

CERTIFICATION

I, Zenzi Rogers, do hereby certify that:

I am the duly elected and acting President of SILVER FALLS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation; and

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 16th day of January, 2024.


Zenzi Rogers, President

(CORPORATE SEAL)