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INSTRUMENT # 3479294 5 PG(S)
3/20/2023 3:49 PM
BOOK 5077 PAGE 1838
J.K. JESS IRBY, ESQ.
Clerk of the Court, Alachua County, Florida
ERECORDED Receipt # 1136333
Doc Stamp-Mort: $0.00
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Intang. Tax: $0.00

This Instrument Prepared By:
Leslie D. Sheekley, Esq.
Hand Arendall Harrison Sale, LLC
35008 Emerald Coast Parkway
Fifth Floor
Destin, Florida 32541

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TARA GREENS II

This First Amendment to the Declaration of Covenants, Conditions and Restrictions of Tara Greens II ("**First Amendment**") is hereby made by D.R. Horton, Inc., a Delaware corporation, whose mailing address 3501 Riga Blvd., Suite 100, Tampa, Florida 33619.

RECITALS

WHEREAS, that certain Declaration of Covenants, Conditions, and Restrictions of Tara Greens II was recorded as Instrument #3399537 in the Public Records of Alachua County, Florida ("**Declaration**"); and

WHEREAS, pursuant to the Declaration, the Declarant may unilaterally amend the Declaration as long as the Declarant maintains its Class B Membership status; and

WHEREAS, by an Assignment of Declarant Rights, recorded as Instrument No. 3404556 in the Public Records of Alachua County, Florida, D.R. Horton, Inc. is the Declarant and Class B Member under the Declaration ("**Declarant**"). As of the date of this First Amendment, the Declarant's Class B Membership has not terminated; and

WHEREAS, Declarant wishes to amend the Declaration.

NOW THEREFORE, Declarant hereby amends the Declaration as set forth herein.

1. Recitals and Defined Terms. The foregoing recitals are true and correct and are incorporated into and form a part of this First Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. Conflicts. In the event there is a conflict between this First Amendment and the Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Declaration shall be construed as a single document.

3. Amendments to Declaration.

Double underlines indicate additions and strike-throughs indicate deletions.

(a) Article I, Section 29 of the Declaration is hereby amended as follows:

Section 29. "WMD" shall mean and refer to the ~~St. Johns River Water Management District~~ Suwannee River Water Management District.

(b) Article XIII, Section 1 of the Declaration is hereby amended as follows:

Section 1. Rental Operation. Declarant reserves unto itself, its successors and assigns, and those persons or entities designated by written acknowledgement of Declarant as an operator (each, an "Operator"), the right, authority and power to rent each, any or all such Homes located on Lots owned by Declarant or Operator, under such terms as Declarant or Operator, in its sole discretion may decide, for so long as Declarant or Operator is the Owner of said Lots (the "Rental Period"). During the Rental Period, Declarant may, in its sole discretion, dispense with and/or waive any or all Association procedural requirements established by this Declaration, the Articles of Incorporation, and/or the Bylaws, except those procedures and acts which the Association is required by law to perform. In the event during the Rental Period Declarant dispenses with and/or waives any Association procedural requirement, no right under such dispensed or waived Association procedural requirement shall inure or accrue to any tenant, occupant or invitee of any Lot or Home. Notwithstanding the foregoing, during the Rental Period, Declarant shall deficit fund the Operating Expenses of the Association in accordance with Article VI, Section 12 of this Declaration, including but not limited to those for the operation, maintenance and repair of the Surface Water and Stormwater Management System in accordance with the requirements of the Permit, until such time as the Rental Period has ended and Turnover has occurred.

(c) Article XIV, Section 1 of the Declaration is hereby amended as follows:

Section 1. Transfer of Surface Water and Stormwater Management System. The Association are intended to exist in perpetuity. However, should the Association dissolve, the Property containing the Surface Water Management System and water management portions of Common Area shall be conveyed to one of the following, if not already owned by such: (i) local governing unit, municipal service taxing unit or special taxing unit, (ii) active water control district created pursuant to Chapter 298, Florida Statues, drainage district created by special act, special district defined in Chapter 189, Florida Statues, community development district created pursuant to Chapter 190, Florida Statutes, special assessment district created pursuant to Chapter 170, Florida Statues, or water management district created pursuant to Chapter 373, Florida Statues, (iii) state or federal agency, (iv) duly constituted communication, water, sewer, stormwater, electrical or other public utility, (v) construction permittee so long as such construction permittee continues to own the Surface Water Management System and water management portions of Common Area, or (vi) non-profits corporation, including homeowner's association, property owners' association, condominium owners' or master

association so long as it submits the required paperwork and has the financial, legal and administrative capability to provide for the long term operation and maintenance of the Surface Water Management System (each an "**Approved Entity**"). The Approved Entity must have the powers listed in Section 12.3.4(b)1. *through* 8. of the WMD Applicant Handbook Volume 1 effective June 1, 2018 (the "WMD Handbook"), the covenants and restrictions required in Section 12.3.4(c)1. through 9. of the WMD Handbook, and the ability to accept responsibility for the operation and maintenance of the system described in Section 12.3.4(d)1. or 2. of the WMD Handbook. In the event the WMD Handbook is revised, the entity assuming ownership and control of the Surface Water Management System Facilities must be of the type and have the powers in listed in the WMD Handbook or otherwise required by the WMD at the time of such conveyance. Until such conveyance to an Approved Entity is accomplished, responsibility for maintenance of the Surface Water and Storm Water Management System shall remain with the Association.

4. Full Force and Effect of Declaration. Except as hereby amended, modified and/or supplemented, the Declaration shall remain in full force and effect in accordance with its terms. In the event of any conflict between this First Amendment and the Declaration or any prior amendment thereto, this Amendment shall control.

5. Headings. The paragraph headings have been inserted for convenience and reference only and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

6. Severability. Invalidation of any of these covenants or restrictions or any part, clause, or word hereof, or the application thereof in specific circumstances, by judgment or court order, shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

7. Effective Date. This First Amendment shall become effective upon being recorded in the Public Records of Alachua County, Florida.

[signatures on the following pages]

IN WITNESS WHEREOF, D.R. HORTON, INC., has executed this First Amendment this 14 day of March, 2023.

Signed, sealed and delivered
in the presence of:

Phillip Fisher
Name: Philip Fisher

Name: Jonathan Nim

D.R. HORTON, INC., a Delaware corporation,

By: _____
Name: David Donovan
Title: Vice-President

STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14 day of March, 2023, by David Donovan, as Vice-President of D.R. Horton, Inc. on behalf of said corporation, who is ☒ personally known to me or ☐ produced the following identification _____.

_____
Notary Signature

Vanessa Ortiz
Notary Name [Printed/Typed/Handwritten]
Notary Public, State of Florida at Large
My Commission Expires: 11/14/26

(NOTARY SEAL)

VANESSA ORTIZ
Notary Public - State of Florida
Commission # HH 331949
My Comm. Expires Nov 14, 2026
Bonded through National Notary Assn.

JOINDER

Tara Greens II Homeowners' Association, Inc., a Florida corporation not-for-profit, whose mailing address is 3501 Riga Blvd., Suite 100, Tampa, Florida 33619, hereby approves and joins in the First Amendment to the Declaration of Covenants, Restrictions, Conditions and Easements of Tara Greens II and agrees to be bound by the terms thereof and will comply with and perform the terms and conditions of the Declaration, as amended.

In Witness Whereof, Tara Greens II Homeowners' Association, Inc., has executed this Joinder on this 20 day of March, 2023.

Signed, sealed and delivered
in the presence of:

Name: Cody You

Name: Terry Greene

Tara Greens II Homeowners' Association, Inc., a Florida corporation not-for-profit

By: _____
Name: Ryan Zook, as President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by **means of ☒ physical presence** ~~or ☐ online notarization~~ this 20 day of March, 2023, by Ryan Zook, as President of Tara Greens II Homeowners' Association, Inc., a Florida corporation not-for-profit, on behalf of said Corporation, who is ☒ personally known to me ~~or ☐ produced the following identification~~ _____.

Shelby Anderson
Notary Signature

Shelby Anderson
Notary Name [Printed/Typed/Handwritten]
Notary Public, State of Florida at Large
My Commission Expires: 11/3/25

(NOTARY SEAL)

Notary Public State of Florida
Shelby Anderson
My Commission
HH 194796
Exp. 11/3/2025

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3504515 6 PG(S)
7/27/2023 10:42 AM
BOOK 5108 PAGE 1829
J.K. JESS IRBY, ESQ.
Clerk of the Court, Alachua County, Florida
ERECORDED Receipt # 1158199
Doc Stamp-Mort: $0.00
Doc Stamp-Deed: $0.00
Intang. Tax: $0.00

DECLARATION OF RESTRICTIVE COVENANTS (FLORIDA – TARA GREENS II)

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "**Declaration**") is executed as of July 26, 2023 (the "**Effective Date**"), by DHIR – WEST CENTRAL FLORIDA I, LLC, a Delaware limited liability company ("**Declarant**").

RECITALS:

A. Declarant is the current owner of those certain single-family residential lots situated in the Alachua County, Florida, legally described on **Exhibit A** attached hereto and incorporated herein (the "**Restricted Lots**"), and either has or will in the future construct homes thereon (such Restricted Lots, and any homes now or hereafter thereon, are collectively referred to as the "**Restricted Homes**", and each referred to as a "**Restricted Home**", whether or not the such Restricted Homes are detached single-family residential or attached single-family residential).

B. The Restricted Homes are in a single-family residential development commonly known as "Tara Greens II". This Declaration does not in any manner encumber title to any lot, home, or other property that is not a Restricted Home.

NOW THEREFORE, for good and valuable consideration, Declarant declares that the Restricted Homes are and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the following terms, covenants and restrictions, as well as any other matters previously filed of record to the extent the same are valid and subsisting and are not abrogated or superseded herein:

1. **Ownership and Use**. For a period of time commencing on the date this Declaration is filed in the Real Estate Records of Alachua County, Florida (the "**Official Records**"), and continuing until the seventh (7th) anniversary of the Effective Date (the "**Restrictive Covenant Term**"), the Restricted Homes shall be subject to the following restrictions (collectively, the "**Restrictions**"):

(a) No Restricted Home shall be occupied by the owner of such Restricted Home. All Restricted Homes shall be used for rental purposes only, pursuant to a bona fide third-party lease between the owner of the Restricted Home and the primary occupant or occupants of such Restricted Home.

(b) Regardless of the fact that the Restricted Homes are constructed on individually platted lots, no Restricted Home may be conveyed separately from all other Restricted Homes. The foregoing restriction on conveyances shall not prohibit the leasing of Restricted Homes in accordance with subparagraph (a) above.

Nothing in this Section 1 is intended to prevent ownership of all of the Restricted Homes by a partnership, corporation, limited liability company, trust, or other business entity that may be established under the laws of the State where the Restricted Homes are situated or other applicable law (an "**Entity**"), as long as a Controlling Interest in the Entity is not vested in, owned by, or held by, directly or indirectly, or beneficially or otherwise, any persons who are occupants of a Restricted Home pursuant to a lease in accordance with Section 1(a) above. "**Controlling Interest**" means the possession, directly or indirectly, of more than ten percent (10%) of the ownership interest in the Entity, or if less, the power to direct or cause the direction of the management and policies of the Entity, whether through the ownership of voting securities, by contract or otherwise.

2. **Term**. The terms, covenants, conditions and restrictions set out in this Declaration will run with and bind the Restricted Homes for the Restrictive Covenant Term, and are for the sole benefit of the Benefited Parties (hereinafter defined).

3. **Special Provisions**. Notwithstanding anything to the contrary in this Declaration, Declarant hereby agrees to promptly enter into a termination of this Declaration as to all Affected Homes (as defined below) prior to the expiration of the Restrictive Covenant Term, if and only if, (i) a Triggering Event (as defined below) occurs as to such Affected Homes, and (ii) Declarant fails to exercise the ROFO (as defined below) in accordance with the terms of this Declaration. As used herein, a "**Triggering Event**" shall occur when: (a) a local, state or federal governmental authority with jurisdiction over the Restricted Homes (a "**Governmental Authority**") enacts legislation that completely prohibits any form of rental of the Restricted Homes or any portion thereof (the Homes as to which Prohibiting Legislation applies, the "**Affected Homes**") to consumers and the operation of such Affected Homes as rental properties (the "**Prohibiting Legislation**"); and (b) such Prohibiting Legislation is effective and binding on such Affected Homes for a period of thirty (30) days following the effective date (such date, the "**Legislation Effective Date**") of the Prohibiting Legislation (such thirty (30) day period being the "**Tolling Period**"), and such Prohibiting Legislation has not been repealed or suspended or is otherwise subject to any moratorium that delays the Legislation Effective Date of such Prohibiting Legislation during the Tolling Period. For the avoidance of doubt, a Triggering Event shall not occur if legislation is enacted that places limitations or restrictions on the rental of the Restricted Homes, but shall only be applicable if Prohibiting Legislation is enacted and effective. Owner (as defined below) shall provide written notice to Declarant promptly after obtaining knowledge that a Triggering Event has occurred or is otherwise being contemplated by any Governmental Authority.

If a Triggering Event occurs and remains in full force and effect following the Tolling Period and the then-owner of the Restricted Homes ("**Owner**") wishes to terminate this Declaration as to any Affected Homes, then Declarant shall have an ongoing right of first offer (the "**ROFO**") to purchase, at its election, either (a) all of the Restricted Homes and any common areas conveyed by Declarant in the deed for the Restricted Homes, or (b) all of the Affected Homes (as selected, the "**Property**"), from Owner until the expiration of the Restrictive Covenant Term (the "**ROFO Period**") pursuant to the following terms: (i) Owner shall provide Declarant with written notice that the Triggering Event has occurred and the Tolling Period has expired (the "**ROFO Trigger Notice**"); (ii) the ROFO Trigger Notice shall include the proposed purchase price for the Property (based upon Owner's proposed "Fair Market Value" thereof) and other economic and material non-monetary terms of the proposed sale (collectively, the "**ROFO Sale Terms**"); (iii) Declarant shall then have fifteen (15) days after receiving the ROFO Trigger Notice to notify Owner in writing of Declarant's election to purchase the Property in accordance with the conditions of the ROFO Trigger Notice (a "**Notice of Exercise**"), subject to the Agreed Adjustments (defined below); and (iv) if Declarant does so elect to exercise its right to purchase the Property, upon delivery of a Notice of Exercise, Declarant and Owner shall promptly cooperate, each acting reasonably in good faith, to proceed to negotiate and execute an agreement relating to the sale of the Property in substantially the same form of the purchase agreement pursuant to which Declarant sold the Property to Owner or its predecessor-in-interest following the Notice of Exercise, subject to changes to reflect the ROFO Sale Terms and other necessary changes to address property and deal specific matters (a "**ROFO Sale Contract**"); provided, however, in all circumstances, the ROFO Sale Contract shall provide for the following (the "**Agreed Adjustments**"): (x) Declarant shall have a due diligence/inspection period that is fifteen (15) days from the date the parties execute the ROFO Sale Contract, and (y) the closing shall be no sooner than fifteen (15) days after the end of the due diligence/inspection period. Notwithstanding the foregoing, if Declarant objects to Owner's proposed Fair Market Value, such value shall be adjusted, and the time periods set forth in this paragraph extended, to allow for the determination of Fair Market Value as follows:

(a) If Declarant objects in writing to the Fair Market Value set forth in Owner's ROFO Trigger Notice within five (5) days of receipt, within ten (10) days thereafter, the parties shall each engage one certified residential real estate appraiser with a minimum of seven (7) years' experience in the valuation of single family residences similar to the Property (each, an "**Appraiser**") for purposes of determining the fair market value of the Property ("**Property FMV**"). All fees and expenses of each such Appraiser shall be the responsibility of the party that engaged such Appraiser. Each such Appraiser shall determine Property FMV in good faith and deliver its calculation of Property FMV not later than the first Business Day that is at least fifteen (15) days after their engagement date; provided, that both Appraisers shall agree on a date on which to both deliver their calculations and Property FMV shall be determined as of such date (the "**FMV Determination Date**") except as otherwise provided herein. If the higher of the two calculations of Property FMV submitted by the two Appraisers is not more than One Hundred Ten Percent (110%) of the lower calculation, then Property FMV shall be the average of the Property FMV calculations of the two Appraisers.

(b) If the higher of the two calculations of Property FMV is more than One Hundred Ten Percent (110%) of the lower calculation, then the two Appraisers shall jointly select a third Appraiser who (i) meets the requirements for the Appraisers outlined above, (ii) is independent of, and not affiliated with, the first two Appraisers, and (iii) who is not affiliated with, and who has not provided any significant services within the two (2) years preceding the date of the Property FMV Determination Date to either party or any affiliated entity of either party (an "**Independent Appraiser**"). If the two Appraisers are unable to agree upon a third Appraiser by the fifteenth (15th) day immediately following the date on which they have both delivered a calculation of Property FMV pursuant to subsection (a) above (the "**Initial Calculation Date**"), the third Appraiser shall be selected as follows: Each of the first two Appraisers will suggest two (2) potential third Appraisers, each of whom shall be an Independent Appraiser. Each of the first two Appraisers shall be entitled to veto one (1) of the other Appraiser's two (2) suggested Appraisers. The third Appraiser will then be chosen from the remaining two (2) suggested names by a fair and random process. The third Appraiser shall be selected no later than fifteen (15) days after the Initial Calculation Date and engaged pursuant to a customary engagement letter no later than twenty (20) days after the Initial Calculation Date. All fees and expenses of the third Appraiser shall be shared equally by the parties. The final Property FMV shall be the average of the two of the three Property FMV calculations delivered pursuant to subsection (a) and subsection (b) that are closest in amount.

(c) Any determination of Property FMV pursuant to subsection (a) and subsection (b) shall be final, conclusive and binding on the parties.

Notwithstanding the foregoing, if (i) (a) Declarant was entitled to exercise its ROFO but failed to timely provide Owner with a Notice of Exercise as provided above, and (b) Owner does not close on the sale of the Property within a period of six (6) months following the date of the ROFO Trigger Notice on the terms set forth in such ROFO Trigger Notice, or (ii) within such six (6) month period, Owner proposes to sell the Property on materially different terms or for less than 85% of the sales price set forth in the ROFO Trigger Notice, such ROFO right shall be reinstated, Declarant shall again have the ROFO with respect to such Property during the ROFO Period, and Owner shall be required to follow the procedure provided herein once again for the sale of the applicable Property to a third party.

For the avoidance of doubt, the ROFO and the mechanism set forth in this Declaration shall apply to each sale of any portion of the Property (including a proposed sale of an individual Restricted Home) during the ROFO Period, and the parties shall be subject to the foregoing with respect to each proposed sale of all or any portion of the Property.

3. **Amendment**. This Declaration may only be amended (including, without limitation, an amendment that terminates this Declaration) by the recording of a written instrument in the Official Records, executed and acknowledged by all of (a) D.R. Horton, Inc., a Delaware corporation ("**DHI**"), or its successors or assigns, and (b) the owner of the Restricted Homes at the time of any such amendment or termination (all of the foregoing being collectively referred to herein as the "Benefited Parties", and individually, a "**Benefited Party**").

4. **Enforcement and Nonwaiver**. Each Benefited Party, without the joinder of the other, shall have the right to enforce all of the provisions of this Declaration. Such right of enforcement includes both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of this Declaration is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by each Benefited Party, without the joinder of the other. The Benefited Parties' failure to enforce any provision of this Declaration at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration.

5. **Attorneys' Fees**. If a Benefited Party prevails in any action to enforce this Declaration, then such prevailing party will be awarded reasonable attorneys' fees, court costs, expert witness fees, and other litigation related expenses, and other costs of enforcement from the non-prevailing party or parties.

6. **Construction**. The provisions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any covenant, restriction, or other provision or portion hereof will not affect the validity or enforceability of any other covenant, restriction, or provision. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular. All captions and titles used in this Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs or sections hereof. This Declaration runs with title to the Restricted Lots.

7. **Governing Law**. This Declaration and all rights and obligations created hereby shall be governed by and construed in accordance with the laws of the State where the Restricted Homes are located.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Declaration to be effective as of the Effective Date.

DECLARANT:

Signed, sealed and delivered
in the presence of:

Print Name: Robert M. Karnes

Print Name: Gayle Chaney

DHIR – WEST CENTRAL FLORIDA I, LLC,
a Delaware limited liability company

By: D.R. Horton, Inc., a Delaware corporation,
its authorized agent

By: _____
Name: Bill W. Wheat
Title: Chief Financial Officer

STATE OF Texas)
)
COUNTY OF Tarrant)

The foregoing instrument was acknowledged before me this 13th day of July, 2023, by means of [✓] physical presence or [ ] online notarization, by Bill W. Wheat, as Chief Financial Officer of D.R. Horton, Inc., a Delaware corporation, the authorized agent for **DHIR – WEST CENTRAL FLORIDA I, LLC**, a Delaware limited liability company, on behalf of said entities, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Stamp
CAROLYN R HASTINGS
Notary ID #5857058
My Commission Expires
February 17, 2027

Notary Public, State of Texas
Commission No. _____
My Commission Expires: 2-17-2027

Exhibit A

Legal Description

Lots 1 through 80, inclusive, Tara Greens 2, according to the map or plat thereof, as recorded in Plat Book 38, Page(s) 18 and 19, of the Public Records of Alachua County, Florida.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3584484 9 PG(S)
10/8/2024 2:10 PM
BOOK 5181 PAGE 2727
J.K. JESS IRBY, ESQ.--Clerk
Clerk of the Court, Alachua County, Florida
ERECORDED Receipt # 1229690
Doc Stamp-Mort: $0.00
Doc Stamp-Deed: $0.00
Intang. Tax: $0.00

This document has been prepared by and should be returned to:

Jarrett D. Bingemann, Esquire
AKERMAN LLP
420 South Orange Avenue, 12th Floor
Orlando, Florida 32801
Telephone: 407-423-4000

AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS (FLORIDA – TARA GREENS II)

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS (FLORIDA – TARA GREENS II) (this "**Declaration**") is executed as of October 7, 2024 (the "**Effective Date**"), by SFR V Tranche 5 Borrower, LLC, a Delaware limited liability company ("**Restricted Homes Owner**"), D.R. Horton, Inc., a Delaware corporation ("**DHI**"), and DHIR – WEST CENTRAL FLORIDA I, LLC, a Delaware limited liability company ("**Declarant**").

RECITALS:

A. Restricted Homes Owner is the current owner of those certain single-family residential lots situated in the Alachua County, Florida, legally described on **Exhibit A** attached hereto and incorporated herein (the "**Restricted Lots**"), together with the homes constructed thereon (such Restricted Lots, and any homes now or hereafter thereon, are collectively referred to as the "**Restricted Homes**", and each referred to as a "**Restricted Home**", whether or not the such Restricted Homes are detached single-family residential or attached single-family residential).

B. The Restricted Homes are in a single-family residential development commonly known as "Tara Greens II". This Declaration does not in any manner encumber title to any lot, home, or other property that is not a Restricted Home.

C. Declarant established that certain Declaration of Restrictive Covenants (Florida – Tara Greens II), dated as of July 26, 2023, and recorded on July 27, 2023, at Instrument Number 3504515 (Book 5108, Page 1829) in the Official Records (as defined below) (the "**Prior Declaration**").

D. Pursuant to the Prior Declaration, the Prior Declaration may only be amended or terminated by the recording of a written instrument in the Official Records, executed and acknowledged by all of Benefited Parties and all of the signature parties hereto are those required to execute and acknowledge any amendment or termination to the Prior Declaration.

E. Restricted Homes Owner, DHI and Declarant desire to amend and restate the Prior Declaration in its entirety as more fully set forth herein.

NOW THEREFORE, for good and valuable consideration, Declarant declares that the Restricted Homes are and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the following terms, covenants and restrictions, as well as any other matters previously filed of record to the extent the same are valid and subsisting and are not abrogated or superseded herein:

1. **Ownership and Use**. For a period of time commencing on July 27, 2023 (being the date the Prior Declaration is filed in the Real Estate Records of Alachua County, Florida (the "**Official Records**")), and continuing until July 26, 2030 (the "**Restrictive Covenant Term**"), the Restricted Homes shall be subject to the following restrictions (collectively, the "**Restrictions**"):

(a) No Restricted Home shall be occupied by the owner of such Restricted Home. All Restricted Homes shall be used for rental purposes only, pursuant to a bona fide third-party lease between the owner of the Restricted Home and the primary occupant or occupants of such Restricted Home.

(b) Regardless of the fact that the Restricted Homes are constructed on individually platted lots, no Restricted Home may be conveyed separately from all other Restricted Homes. The foregoing restriction on conveyances shall not prohibit the leasing of Restricted Homes in accordance with subparagraph (a) above.

Nothing in this Section 1 is intended to prevent ownership of all of the Restricted Homes by a partnership, corporation, limited liability company, trust, or other business entity that may be established under the laws of the State where the Restricted Homes are situated or other applicable law (an "**Entity**"), as long as a Controlling Interest in the Entity is not vested in, owned by, or held by, directly or indirectly, or beneficially or otherwise, any persons who are occupants of a Restricted Home pursuant to a lease in accordance with Section 1(a) above. "**Controlling Interest**" means the possession, directly or indirectly, of more than ten percent (10%) of the ownership interest in the Entity, or if less, the power to direct or cause the direction of the management and policies of the Entity, whether through the ownership of voting securities, by contract or otherwise.

Notwithstanding anything to the contrary in this Declaration, the restrictions set forth in Section 1 of the Declaration shall automatically cease and be of no further force and effect with respect to a Restricted Home upon such Restricted Home being Foreclosed Upon by a Qualified Lender pursuant to a first lien mortgage or a first lien security interest (which for the avoidance of doubt may be in connection with, or in the form of, a pledge of direct or indirect ownership interests in an entity having title to such Restricted Home) (a "**Qualified Lender Acquisition**"). For purposes of the Declaration, (a) a "**Qualified Lender**" means a lender with a direct or indirect security interest with respect to any Restricted Home on or after the Effective Date of the Declaration satisfying all of the following conditions: (i) is a national bank, state-chartered bank, commercial bank, investment bank, pension fund, sovereign wealth fund, private equity fund, debt fund, REIT, finance company, insurance company or other financial institution engaged in the business of making loans, or any fund managed by any of the foregoing, and any securitization trust; and (ii) is not, at the time such Restricted Home is Foreclosed Upon, an affiliate of the Qualified Lender's borrower owning the Restricted Home that is subject to the Qualified Lender Acquisition, and (b) "**Foreclosed Upon**" shall mean (i) any foreclosure as to title to a Restricted Home, or title to such Restricted Home has been otherwise acquired by the Qualified Lender or its nominee or designee(s) (which, for purposes of this paragraph may include a third-party) pursuant to a deed-in-lieu of foreclosure or similar title vesting transaction or other exercise of remedies, or (ii) a realization of collateral as to ownership interests in an entity with direct or indirect title to such Restricted Home, or title to such ownership interests has been otherwise acquired by the Qualified Lender or its nominee or designee(s) pursuant to foreclosure, an assignment-in-lieu of foreclosure or similar transaction or exercise of remedies; provided, if any ownership interest in a Restricted Home remains directly or indirectly owned or controlled by the Qualified Lender's borrower originally owning the Restricted Home or such borrower's affiliate(s) following the Qualified Lender Acquisition, then such Restricted Home shall remain subject to the restrictions set forth in Section 1 of the Declaration.

2. **Term**. The terms, covenants, conditions and restrictions set out in this Declaration will run with and bind the Restricted Homes for the Restrictive Covenant Term, and are for the sole benefit of the Benefited Parties (hereinafter defined).

3. **Special Provisions**. Notwithstanding anything to the contrary in this Declaration, Declarant hereby agrees to promptly enter into a termination of this Declaration as to all Affected Homes (as defined below) prior to the expiration of the Restrictive Covenant Term, if and only if, (i) a Triggering Event (as defined below) occurs as to such Affected Homes, and (ii) Declarant fails to exercise the ROFO (as defined below) in accordance with the terms of this Declaration. As used herein, a "**Triggering Event**" shall occur when: (a) a local, state or federal governmental authority with jurisdiction over the Restricted Homes (a "**Governmental Authority**") enacts legislation that completely prohibits any form of rental of the Restricted Homes or any portion thereof (the Homes as to which Prohibiting Legislation applies, the "**Affected Homes**") to consumers and the operation of such Affected Homes as rental properties (the "**Prohibiting Legislation**"); and (b) such Prohibiting Legislation is effective and binding on such Affected Homes for a period of thirty (30) days following the effective date (such date, the "**Legislation Effective Date**") of the Prohibiting Legislation (such thirty (30) day period being the "**Tolling Period**"), and such Prohibiting Legislation has not been repealed or suspended or is otherwise subject to any moratorium that delays the Legislation Effective Date of such Prohibiting Legislation during the Tolling Period. For the avoidance of doubt, a Triggering Event shall not occur if legislation is enacted that places limitations or restrictions on the rental of the Restricted Homes, but shall only be applicable if Prohibiting Legislation is enacted and effective. Owner (as defined below) shall provide written notice to Declarant promptly after obtaining knowledge that a Triggering Event has occurred or is otherwise being contemplated by any Governmental Authority.

If a Triggering Event occurs and remains in full force and effect following the Tolling Period and the then-owner of the Restricted Homes ("**Owner**") wishes to terminate this Declaration as to any Affected Homes, then Declarant shall have an ongoing right of first offer (the "**ROFO**") to purchase, at its election, either (a) all of the Restricted Homes and any common areas conveyed by Declarant in the deed for the Restricted Homes, or (b) all of the Affected Homes (as selected, the "**Property**"), from Owner until the expiration of the Restrictive Covenant Term (the "**ROFO Period**") pursuant to the following terms: (i) Owner shall provide Declarant with written notice that the Triggering Event has occurred and the Tolling Period has expired (the "**ROFO Trigger Notice**"); (ii) the ROFO Trigger Notice shall include the proposed purchase price for the Property (based upon Owner's proposed "Fair Market Value" thereof) and other economic and material non-monetary terms of the proposed sale (collectively, the "**ROFO Sale Terms**"); (iii) Declarant shall then have fifteen (15) days after receiving the ROFO Trigger Notice to notify Owner in writing of Declarant's election to purchase the Property in accordance with the conditions of the ROFO Trigger Notice (a "**Notice of Exercise**"), subject to the Agreed Adjustments (defined below); and (iv) if Declarant does so elect to exercise its right to purchase the Property, upon delivery of a Notice of Exercise, Declarant and Owner shall promptly cooperate, each acting reasonably in good faith, to proceed to negotiate and execute an agreement relating to the sale of the Property in substantially the same form of the purchase agreement pursuant to which Declarant sold the Property to Owner or its predecessor-in-interest following the Notice of Exercise, subject to changes to reflect the ROFO Sale Terms and other necessary changes to address property and deal specific matters (a "**ROFO Sale Contract**"); provided, however, in all circumstances, the ROFO Sale Contract shall provide for the following (the "**Agreed Adjustments**"): (x) Declarant shall have a due diligence/inspection period that is fifteen (15) days from the date the parties execute the ROFO Sale Contract, and (y) the closing shall be no sooner than fifteen (15) days after the end of the due diligence/inspection period. Notwithstanding the foregoing, if Declarant objects to Owner's proposed Fair Market Value, such value shall be adjusted, and the time periods set forth in this paragraph extended, to allow for the determination of Fair Market Value as follows:

(a) If Declarant objects in writing to the Fair Market Value set forth in Owner's ROFO Trigger Notice within five (5) days of receipt, within ten (10) days thereafter, the parties shall each engage one certified residential real estate appraiser with a minimum of seven (7) years' experience in the valuation of single family residences similar to the Property (each, an "**Appraiser**") for purposes of determining the fair market value of the Property ("**Property FMV**"). All fees and expenses of each such Appraiser shall be the responsibility of the party that engaged such Appraiser. Each such Appraiser shall determine Property FMV in good faith and deliver its calculation of Property FMV not later than the first Business Day that is at least fifteen (15) days after their engagement date; provided, that both Appraisers shall agree on a date on which to both deliver their calculations and Property FMV shall be determined as of such date (the "**FMV Determination Date**") except as otherwise provided herein. If the higher of the two calculations of Property FMV submitted by the two Appraisers is not more than One Hundred Ten Percent (110%) of the lower calculation, then Property FMV shall be the average of the Property FMV calculations of the two Appraisers.

(b) If the higher of the two calculations of Property FMV is more than One Hundred Ten Percent (110%) of the lower calculation, then the two Appraisers shall jointly select a third Appraiser who (i) meets the requirements for the Appraisers outlined above, (ii) is independent of, and not affiliated with, the first two Appraisers, and (iii) who is not affiliated with, and who has not provided any significant services within the two (2) years preceding the date of the Property FMV Determination Date to either party or any affiliated entity of either party (an "**Independent Appraiser**"). If the two Appraisers are unable to agree upon a third Appraiser by the fifteenth (15th) day immediately following the date on which they have both delivered a calculation of Property FMV pursuant to subsection (a) above (the "**Initial Calculation Date**"), the third Appraiser shall be selected as follows: Each of the first two Appraisers will suggest two (2) potential third Appraisers, each of whom shall be an Independent Appraiser. Each of the first two Appraisers shall be entitled to veto one (1) of the other Appraiser's two (2) suggested Appraisers. The third Appraiser will then be chosen from the remaining two (2) suggested names by a fair and random process. The third Appraiser shall be selected no later than fifteen (15) days after the Initial Calculation Date and engaged pursuant to a customary engagement letter no later than twenty (20) days after the Initial Calculation Date. All fees and expenses of the third Appraiser shall be shared equally by the parties. The final Property FMV shall be the average of the two of the three Property FMV calculations delivered pursuant to subsection (a) and subsection (b) that are closest in amount.

(c) Any determination of Property FMV pursuant to subsection (a) and subsection (b) shall be final, conclusive and binding on the parties.

Notwithstanding the foregoing, if (i) (a) Declarant was entitled to exercise its ROFO but failed to timely provide Owner with a Notice of Exercise as provided above, and (b) Owner does not close on the sale of the Property within a period of six (6) months following the date of the ROFO Trigger Notice on the terms set forth in such ROFO Trigger Notice, or (ii) within such six (6) month period, Owner proposes to sell the Property on materially different terms or for less than 85% of the sales price set forth in the ROFO Trigger Notice, such ROFO right shall be reinstated, Declarant shall again have the ROFO with respect to such Property during the ROFO Period, and Owner shall be required to follow the procedure provided herein once again for the sale of the applicable Property to a third party.

For the avoidance of doubt, the ROFO and the mechanism set forth in this Declaration shall apply to each sale of any portion of the Property (including a proposed sale of an individual Restricted Home) during the ROFO Period, and the parties shall be subject to the foregoing with respect to each proposed sale of all or any portion of the Property.

4. **Amendment**. This Declaration may only be amended (including, without limitation, an amendment that terminates this Declaration) by the recording of a written instrument in the Official Records, executed and acknowledged by all of (a) DHI, or its successors or assigns, and (b) the owner of the Restricted Homes at the time of any such amendment or termination (all of the foregoing being collectively referred to herein as the "Benefited Parties", and individually, a "**Benefited Party**").

5. **Enforcement and Nonwaiver**. Each Benefited Party, without the joinder of the other, shall have the right to enforce all of the provisions of this Declaration. Such right of enforcement includes both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of this Declaration is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by each Benefited Party, without the joinder of the other. The Benefited Parties' failure to enforce any provision of this Declaration at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration.

6. **Attorneys' Fees**. If a Benefited Party prevails in any action to enforce this Declaration, then such prevailing party will be awarded reasonable attorneys' fees, court costs, expert witness fees, and other litigation related expenses, and other costs of enforcement from the non-prevailing party or parties.

7. **Construction**. The provisions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any covenant, restriction, or other provision or portion hereof will not affect the validity or enforceability of any other covenant, restriction, or provision. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular. All captions and titles used in this Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs or sections hereof. This Declaration runs with title to the Restricted Lots.

8. **Governing Law**. This Declaration and all rights and obligations created hereby shall be governed by and construed in accordance with the laws of the State where the Restricted Homes are located.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Declaration to be effective as of the Effective Date.

Signed, sealed and delivered
in the presence of:

Belinda Wright
Print Name: Belinda Wright
Address: 1341 Horton Circle
Arlington, TX 76011

Megan White
Print Name: Megan White
Address: 1341 Horton Circle
Arlington, TX 76011

DHI:

D.R. HORTON, INC.,
a Delaware corporation,

By: Bill W. Wheat

Name: Bill W. Wheat
Chief Financial Officer

Title:

STATE OF Texas)
)
COUNTY OF Tarrant)

The foregoing instrument was acknowledged before me this 3 day of October, 2024, by means of [✓] physical presence or [ ] online notarization, by Bill Wheat, as CFO of D.R. Horton, Inc., a Delaware corporation, on behalf of said corporation, who ✓ is personally known to me or ☐ has produced _____ as identification.

Notary Stamp

CAROLYN R HASTINGS
Notary ID #5857058
My Commission Expires
February 17, 2027

Carolyn Hastings
Notary Public, State of Texas
Commission No. 5857058
My Commission Expires: 2-17-2027

IN WITNESS WHEREOF, the undersigned has executed this Declaration to be effective as of the Effective Date.

RESTRICTED HOMES OWNER:

Signed, sealed and delivered
in the presence of:

Print Name: Jessica Morris
Address: 7500 N Dobson Rd
Scottsdale, AZ 85256

Print Name: Jackie DePietro
Address: 7500 N Dobson Rd
Scottsdale, AZ 85256

SFR V TRANCHE 5 BORROWER, LLC,
a Delaware limited liability company

By: Joseph Bieret
Name: Joseph Bieret
Title: Authorized Signatory

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 4 day of October, 2024, by means of [✓] physical presence or [ ] online notarization, by Joseph Bieret, as Authorized Signatory of SFR V Tranche 5 Borrower, LLC, a Delaware limited liability company, on behalf of said company, who [✓] is personally known to me or [ ] has produced _____ as identification.

Notary Stamp

ROBYN MOLINE
Notary Public - Arizona
Maricopa County
Commission # 631473
My Comm. Expires Jul 11, 2026

Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned has executed this Declaration to be effective as of the Effective Date.

Signed, sealed and delivered
in the presence of:

Belinda Wright
Print Name: Belinda Wright
Address" 1341 Horton Circle
Arlington, TX 76011

Megan White
Print Name: Megan White
Address" 1341 Horton Circle
Arlington, TX 76011

DECLARANT:

DHIR – WEST CENTRAL FLORIDA I, LLC,
a Delaware limited liability company

By: D.R. Horton, Inc., a Delaware corporation,
its Authorized Agent

By: Bill W Wheat

Name: Bill W. Wheat
Title: Chief Financial Officer

STATE OF Texas)
)
COUNTY OF Tarrant)

The foregoing instrument was acknowledged before me this 3 day of October, 2024, by means of [✓] physical presence or [ ] online notarization, by Bill Wheat, as CFO of D.R. Horton, Inc., a Delaware corporation, the Authorized Agent for **DHIR – WEST CENTRAL FLORIDA I, LLC**, a Delaware limited liability company, on behalf of said entities, who [✓] is personally known to me or [ ] has produced _____ as identification.

Notary Stamp

CAROLYN R HASTINGS
Notary ID #5857058
My Commission Expires
February 17, 2027

Carolyn Hastings
Notary Public, State of Texas
Commission No. 5857058
My Commission Expires: 2-17-2027

Exhibit A

Legal Description

Lots 1 through 80, inclusive, Tara Greens 2, according to the map or plat thereof, as recorded in Plat Book 38, Page(s) 18 and 19, of the Public Records of Alachua County, Florida.