

*Prepared by and after recording
return to:*

Rachael L. Greenstein, Esq.
FELDMAN & MAHONEY, P.A.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764

AUTHORIZATION OF BUILDER RIGHTS (TRIBUTARY)

THIS AUTHORIZATION OF BUILDER RIGHTS (this “**Authorization**”) is made as of September 23, 2020, by and between THREE RIVERS DEVELOPERS, LLC, a Delaware limited liability company, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (“**Developer**”), and LENNAR HOMES, LLC, a Florida limited liability company, whose address is 9440 Phillips Highway, Suite 7, Jacksonville, Florida 32256 (“**Builder**”).

RECITALS

A. Concurrent herewith, Developer is conveying to Builder certain Lots within the Tributary community, located in unincorporated Nassau County, Florida, as described on **Exhibit “A”** attached hereto (“**Builder Lots**”).

B. Developer is the “**Developer**” under that certain Declaration of Covenants, Conditions and Restrictions for Tributary recorded in Official Records Book 2377, Page 107, of the public records of Nassau County, Florida, as may be amended and supplemented hereafter (the “**Declaration**”) as to the Builder Lots.

C. In connection with its ownership, development, marketing and sale of the Builder Lots, Builder has requested Developer to authorize Builder to exercise certain rights under the Declaration, and Developer desires to so grant such authorization, and make such authorization binding on the Association, all subject to the terms and conditions of this Authorization.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Developer and Builder hereby agree as follows:

1. **Recitals; Exhibits; Defined Terms.** The foregoing Recitals are true and correct and, together with the Exhibit attached hereto, are incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

2. **Builder Status.** Developer hereby designates Builder as a “**Builder**” as to the Builder Lots pursuant to Article I, Section (i) of the Declaration.

3. **Authorization.** Developer hereby authorizes Builder, on a non-exclusive and irrevocable basis, and subject to the terms and conditions of this Authorization, to:

(a) Use and occupy, without payment of any rent or use fee, portions of the Common Area designated by Developer for purposes of a sales and marketing center, special events, the placement of sales and construction trailers and equipment, vehicular parking, and the placement of sales and marketing signs, as contemplated by Article IV, Section 3 of the Declaration; provided Builder installs such trailers, equipment, sales and marketing signs, and utilizes such parking areas all as previously or subsequently approved by Developer, which approval (i) shall not be unreasonably withheld, conditioned or delayed, and (ii) shall be consistent with Developer's approvals of other Builder's trailers, equipment, sales and marketing signs (or equivalent thereof) so that Builder has rights substantially similar to the other Builders within the Property;

(b) As provided in Article X, Section 6 of the Declaration, be exempt from the provisions of Article X of the Declaration respecting architectural approval as to the initial construction of the Builder Lots, provided that the plans and specifications therefore are approved by Developer;

(c) Maintain temporary dwellings, model homes, and other structures, on the Builder Lots approved as model lots by Developer, including operating therein sales offices and business offices for the construction, marketing and sale of homes on the Builder Lots as contemplated by Article XI, Section 4 of the Declaration, provided Builder constructs such model homes or sales centers in accordance with Builder's plans and specifications as previously or subsequently approved by Developer, and subject to Builder's approval as to which Lot is used for the same and subject to reasonable rules and regulations with respect thereto as Developer may impose on all Builders to whom Developer sells Lots within the Development;

(d) Install signs, banners and flags (collectively, the "**Marketing Materials**") on the Builder Lots and Common Area, if any, designated by Developer as contemplated by Article XI, Section 5 and Article XI, Section 13 of the Declaration, subject to Developer's prior written approval of the detailed specifications, dimensions, color, content, quantity, and location of the Marketing Materials within the Builder Lots and Common Areas designated by Developer, which approval (i) shall not be unreasonably withheld, conditioned or delayed, and (ii) shall be consistent with Developer's approvals of other Builder's Marketing Materials (or equivalent thereof) so that Builder has advertising rights substantially similar to the other Builders within the Property;

(e) Park vehicles associated with Builder's construction, sales and marketing activities as to the Builder Lots outside of garages and driveways, including on streets, subject to any reasonable rules and regulations with respect thereto as Developer may impose on all Builders to whom Developer sells Lots within the Development, which parking shall be exempt from the provisions of Article XI, Section 21 of the Declaration; and

(f) Conduct such other activities and exercise such other rights as may be contemplated by the Declaration as Developer may authorize in writing from time to time.

4. Acceptance of Authorization. Builder hereby acknowledges and accepts the authorizations granted by Developer in Section 3 above and agrees to the terms and conditions imposed thereon. Notwithstanding anything to the contrary in this Authorization, Developer retains exclusively all rights, powers and exemptions of the "Developer" under the Declaration, none of which are assigned hereby, in whole or in part.

5. Recording. Developer and Builder hereby direct that this Authorization be recorded in the Public Records of Nassau County, Florida, to give notice of the terms and conditions set forth herein.

6. Binding Obligations. This Authorization is coupled with Builder's interest in the Builder Lots and is, therefore, irrevocable by Developer, its successors and assigns. This Authorization shall be

binding upon, and inure to the benefit of, the parties to this Authorization and their respective legal representatives, successors and assigns, including, without limitation, the Association, and shall be construed in accordance with, and governed by, the laws of the State of Florida.

7. Counterparts. This Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document.

[Signatures begin on following page.]

[Developer Signature page to Authorization of Builder Rights]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals effective as of the date first above written.

WITNESSES:

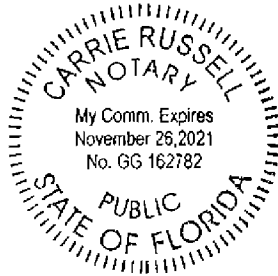
Carrie Russell
Print Name: Carolina Ardina
Carrie Russell
Print Name: Carrie Russell

DEVELOPER:

THREE RIVERS DEVELOPERS, LLC,
a Delaware limited liability company
By: *Michael C. Taylor*
Michael C. Taylor, Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of / / physical presence or / ___ / online notarization, this 11th day of September, 2020, by Michael C. Taylor, as Vice President of THREE RIVERS DEVELOPERS, LLC, a Delaware limited liability company, on behalf of the company, / / who is personally known to me or / ___ / who has a produced driver's license as identification.



Carrie Russell
NOTARY PUBLIC
Name: Carrie Russell
Serial No. GG 162782
My Commission expires: 11/26/2021

[Signatures Continue on Following Page]

[Lennar Signature page to Authorization of Builder Rights]

WITNESSES:

Dmeyer
Print Name: Danielle Mayoros

Cynthia Arnold
Print Name: Cynthia Arnold

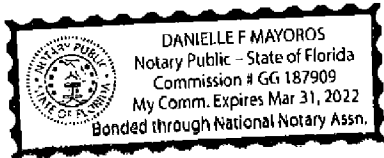
BUILDER:

LENNAR HOMES, LLC,
a Florida limited liability company

By: *[Signature]*
Name: Scott Keiling
Title: Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of / X / physical presence or / / online notarization, this 21st day of September, 2020, by Scott Keiling, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company, / X / who is personally known to me or / / who has produced a as identification.



Dmeyer
NOTARY PUBLIC
Name: Danielle F. Mayoros
Serial No. GG 187909
My Commission expires: 3/31/2022

EXHIBIT "A" TO BUILDER AUTHORIZATION

BUILDER LOTS

Lots 37 through 50, inclusive, and Lots 81 through 104, inclusive, TRIBUTARY PHASE 1A UNIT ONE, according to the plat thereof recorded in Official Records Book 2378, Pages 217 through 228, inclusive, of the Public Records of Nassau County, Florida