

Prepared by and return to:
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**DECLARATION OF CONDOMINIUM
OF
OLD TOWN VILLAGES, A CONDOMINIUM**

This Declaration of Condominium is made this _____ day of October, 2006, by **Portofino of St. Augustine, LLC**, a Florida limited liability company, whose address is 8833 Perimeter Park Boulevard, Suite 1104, Jacksonville, Florida 32216 ("Declarant").

1. The Condominium.

1.1 Submission of Real Property to Condominium Ownership. Declarant is the owner of the lands described in **Exhibit "A"** attached hereto and by this reference incorporated herein. By this Declaration, the Declarant submits the real property described in **Exhibit "A"** and all improvements located thereon to the condominium form of ownership in the manner provided in the Condominium Act. The real property submitted to the condominium form of ownership by this Declaration is Phase One shown on the plot plan attached hereto as Exhibit "B."

1.2 Name and Address. The name of the Condominium is Old Town Villages, a Condominium and the address for the condominium is 2083 State Road 16, St. Augustine, Florida 32092.

2. Definitions. Unless the context otherwise requires, the terms used in this Declaration of Condominium and its exhibits shall have the meanings defined in this paragraph.

2.1 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

2.2 "Association" means the entity that is responsible for the operation of the Condominium, Old Town Villages Condominium Association, Inc., a not-for-profit Florida corporation, and its successors.

2.3 "By-Laws" means the by-laws for the government of the Association and the Condominium as they exist from time to time.

2.4 "Common Elements" means the portions of the Condominium Property which are not included in the Units, and the items set forth in paragraph 3.5 hereof whether or not located within a Unit.

2.5 "Common Expenses" means the expenses for which the Unit Owners are liable to the Association including the expenses of the operation, maintenance, repair or replacement of the Common Elements, the cost of carrying out the powers and duties of the Association, and all expenses and assessments properly incurred by the Association for the Condominium and the Unit Owners.

2.6 "Common Surplus" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.

2.7 "Condominium" means Old Town Villages, a Condominium as created by this Declaration, and all amendments to this Declaration.

2.8 "Condominium Act" means Chapter 718 of the Florida Statutes, as amended to the date hereof.

2.9 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which are appurtenant to the Unit.

2.10 "Condominium Property" means all the property, both real and personal, submitted to the condominium form of ownership by this Declaration and any additional property submitted by amendments to this Declaration.

2.11 "County" means St. Johns County, Florida.

2.12 "Declarant" means Portofino of St. Augustine, LLC having its address at 8833 Perimeter Park Boulevard, Suite 1104, Jacksonville, Florida 32216.

2.13 "Declaration" means this Declaration of Condominium of Old Town Villages, a Condominium as the same may be amended from time to time.

2.14 "Future Phases" means one or more of those parcels of real property more particularly described in **Exhibit "B"** attached hereto and by this reference incorporated herein, that Declarant has reserved the right to submit to the condominium form of ownership as a part of this Condominium as provided in paragraph 20 hereof.

2.15 "Institutional First Mortgagee" means banks, savings and loan associations, insurance companies, credit unions, VA and FHA approved mortgage lenders, the Federal National Mortgage Association, and governmental agencies that hold, insure or guaranty first mortgage loans made by such lenders, their successors and assigns as the holders of first mortgages on portions of the Condominium Property.

2.16 "Insurance Trustee" shall have the meanings set forth in paragraph 8.5 hereof.

2.17 "Limited Common Elements" means those Common Elements that are reserved from time to time for the use of a certain Unit or Units to the exclusion of other Units.

2.18 "Reasonable Attorneys' Fees" means reasonable fees incurred for the services of attorneys at law whether or not judicial or administrative proceedings are involved and if judicial or administrative proceedings are involved, then all fees incurred in trial or administrative proceedings and all appellate review of the same.

2.19 "Regulations" means the rules and regulations for the use and operation of the Condominium Property adopted by the Association from time to time in accordance with the By-Laws and this Declaration.

2.20 "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented 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.

2.21 "Unit" means a part of the Condominium Property that is subject to exclusive ownership as described in paragraph 3.4 of this Declaration.

2.22 "Unit Owner" or "Owner of Unit" means the record owner of legal title to a Condominium Parcel.

2.23 "Utility Services" means all utility services typically provided to a residential dwelling unit including but not limited to electricity, telephone, water, wastewater disposal, natural gas or liquified petroleum, cable television and communication systems.

3. Development Plan. The initial phase of the Condominium ("Phase One") contains ninety-six (96) Units in three (3) residential buildings and if all Future Phases are added there will be a total of two hundred seventy six (276) Units in nine (9) residential buildings. There are also certain recreational and other common facilities as described in **Exhibit "B"** to this Declaration. The Condominium is described and established as follows:

3.1 Survey, Plot Plan and Graphic Description. A survey of the land described in **Exhibit "A"** and a graphic description of the proposed improvements located thereon are attached hereto as **Exhibit "B"** and by this reference incorporated herein, which together with the provisions of this Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions.

3.2 Certificate of Surveyor. Construction of the Condominium is substantially complete. Attached hereto as **Exhibit "C"** is a certificate of a surveyor authorized to practice in the State of Florida stating that the Exhibits referred to in subparagraph 3.1 together with the wording of Declaration are a correct representation of the improvements described, and that the construction of the improvements described has been substantially completed, and that all planned improvements, including landscaping, Utility Services and access to Units, and Common Element facilities servicing such Units have been substantially completed so that there can be determined therefrom the identification, location and approximate dimensions of the Common Elements and Limited Common Elements, if any, and of each Unit.

3.3 Easements. Each of the following non-exclusive easements is reserved through the Condominium Property as a covenant running with the land of the Condominium and, notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the Condominium Property from the Condominium.

(a) Utilities. An easement for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services, trash removal and drainage to one or more Units or the Common Elements. Provided, however, easements through or across a Unit shall be limited to those areas shown on the approved plans and specifications for construction of the Unit or the building containing the Unit, or as the Unit or building is actually constructed, unless approved in writing by the Unit Owner.

(b) Ingress and Egress. A non-exclusive easement for pedestrian traffic over, through and across sidewalks, paths, walks, lobbies, stairways, walkways and lanes, and like passageways that may from time to time exist upon the Common Elements, and a non-exclusive easement for the vehicular traffic over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes, but this easement shall not give or create in any person the right to park upon any portion of the Condominium Property not designated as a parking area.

(c) Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit or upon any of the above described easements for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

(d) Declarant. All rights and easements necessary or convenient to complete the development of the Condominium are reserved to the Declarant until such time as Declarant has: (i) completed all of the improvements, including Future Phases, contemplated by this Declaration; (ii) sold all of the Units contained within the Condominium Property; and (iii) terminated its rights to use unsold Units as a sales office or as model display units for the sale of Units in the Condominium. These easements include, but are not limited to easements: (A) for ingress and egress and parking; (B) the establishment, modification and use of new or existing right-of-ways and parking areas and the installation or modification of Utility Services, including the right to grant utility easements to governmental authorities or public or private utilities companies; (C) the use of Units as model units and sales offices; (D) use of the Common Elements for the development and sale of the Units. These easements are hereby reserved and shall exist through and over the Condominium Property as may be required by the Declarant for the completion of the contemplated improvements, the sale of the Units, and the use of sales offices and model display units for the purposes indicated. Neither the Unit Owners nor the Association, nor their use of the Condominium property, shall interfere in any way with such completion, sale or use of any portion of the Common Elements or of a Unit owned by Declarant.

(e) Future Phase Lands - Non-exclusive perpetual easements for (i) vehicular and pedestrian ingress and egress over those portions of the Condominium Property from time to time improved and intended for such purposes, (ii) drainage and retention of storm and surface waters through the Stormwater Management System, and (iii) the furnishing of Utility Services are hereby reserved over the Condominium Property (excluding the Units) for the benefit of the Future Phase lands described on **Exhibit "B"** hereto, whether or not the benefited lands are submitted to the condominium form of ownership under the terms of this Declaration.

3.4 Units. Each Unit includes that part of the building that lies within the boundaries of the Unit. The boundaries of each Unit are as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimeter boundaries:

(1) Lower - the lower boundary shall be the horizontal plane of the upper surface of the structural slab that serves as the floor of the Unit;

(2) Upper - the planes of the underside of the finished and undecorated ceilings of the Unit, extended to meet the perimeter boundaries.

(b) Perimeter Boundaries. The perimeter boundaries will be the finished and undecorated interior surfaces of the perimeter walls of the Unit as shown on the Condominium Plot Plan, and the planes of the interior surfaces of the Unit's windows, doors, and other openings that abut the exterior of the building or Common Elements, including Limited Common Elements.

3.5 Common Elements. The Common Elements include the land and all of the parts of the Condominium Property not within the Units as defined in Section 3.4, and the following items whether or not located within a Unit:

(a) Easements through Units for conduits, pipes, ducts, plumbing, wiring, and other facilities that furnish Utility Services to one or more Units or the Common Elements as described in paragraph 3.3(a);

(b) The property and installations required for furnishing of Utilities Services to more than one Unit or to the Common Elements.

(c) An easement of support in every portion of a Unit which contributes to the support of a building;

(d) The foundation, load bearing walls, structural slabs, columns, girders, beams, and other components contributing to the support of the building, and exterior walls, doors, windows and glass that form a part of the exterior of the building;

- (e) Common stairways, entrances and exits.

3.6 Limited Common Elements. The following structures, equipment and areas are designated as Limited Common Elements for the exclusive benefit of particular Unit appurtenant to each such item:

- (a) Any structure, improvement or equipment attached to the exterior walls of the building that serves only the particular Unit adjacent to such structure, including without limitation balconies, porches and patios attached to the Unit;
- (b) The heating, ventilation and air conditioning equipment serving one Unit only and the conduits, wires, ducts, and pipes connecting the HVAC equipment to the Unit regardless of the location of such equipment within the building and all replacements and additions thereto;
- (c) The conduits, ducts, pipes, vents or flues, if any, supplying Utility Services or providing ventilation and exhaust for chimneys, if any, to only one Unit.
- (d) All structures, equipment or areas designated as Limited Common Elements on **Exhibit "B"**.
- (e) Garages, parking spaces and storage spaces that have been assigned by the Declarant or the Association to a particular Unit for the benefit of the Owner of the Unit.

3.7 Amendment of Plans.

(a) Alteration of Unit Plans. Declarant reserves the right to change the interior design, style, or arrangement of Units, to alter the boundaries between Units or the Common Elements and to designate, or change the designation, of certain improvements as Limited Common Elements, provided that Declarant owns the affected Units and provided further that Declarant complies with the provisions of the Condominium Act. No such change, except as it may relate to the addition of Future Phases, if any, shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit owner shares the Common Expenses of the Condominium and owns the Common Surplus of the Condominium unless the record owner of the Unit and all record owners of liens on the Unit join in the execution of the amendment and unless a majority of the total voting interests of the Condominium approve the amendment. If Declarant shall make any changes in Units so authorized, such changes shall be reflected by an amendment to this Declaration, executed only by the Declarant.

(b) Amendment of Declaration. An amendment of this Declaration reflecting an authorized alteration of the Units by Declarant under subparagraph (a) above or the addition of a Future Phase, if any, contemplated by this Declaration, need be signed and acknowledged only by the Declarant and need not be approved by the Association, other Unit Owners, or lienors or mortgagees of other Units or of the Condominium, whether or

not such signatures are elsewhere required for an amendment; provided, however, the foregoing right shall not change the percentage of any Unit Owner's proportionate share of the Common Expenses or Common Surplus or voting rights (except as the same may result from the addition of Future Phases, if any, contemplated by this Declaration), unless consented to in writing by such Unit Owner and any Institutional First Mortgagee holding a mortgage on said Unit.

4. Undivided Share of Common Elements and Common Expenses. The undivided share in the Common Elements, Common Expenses and Common Surplus has been allocated based on the ratio of the square footage of the Unit divided by the total square footage of all Units in Phase One. The percentage shares allocated to the Units are set forth on **Exhibit "D"** hereto. As Future Phases are added to the Condominium, the percentage share allocated to each Unit will change based on the following formula: Each Unit's percentage share equals the square footage of the Unit divided by the cumulative square footage of all Units submitted to the condominium form of ownership.

5. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Condominium Property and restrictions upon the alteration and improvement thereof shall be as follows:

5.1 Common Elements.

(a) By the Association. The protection, maintenance, repair and replacement of the Common Elements, except those portions of the Limited Common Elements that are required herein to be maintained by the Owner, shall be the responsibility of the Association and the expenses associated therewith shall be designated a Common Expense. The Association's responsibilities include, without limitations:

- (1) Electrical wiring up to the circuit breaker panel in each Unit;
- (2) Water pipes, up to the individual Unit cut-off valve within the Unit;
- (3) Cable television lines up to the wall outlets in the Units;
- (4) Air conditioning condensation drain lines;
- (5) Sewer lines, up to the point where they connect to the common sewer lines;
- (6) All installations, fixtures, and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the Common Elements;
- (7) The exterior surface of the main entrance doors to the Units;

- (8) All exterior building walls, including painting, waterproofing, and caulking.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing, or mechanical installations located within a Unit and serving only that Unit. All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be repaired promptly by and at the expense of the Association, which shall restore the property as nearly as practicable to its condition before the damage, and the cost shall be a Common Expense. Provided however, the Association shall not be responsible for the damage to any alteration or addition to the Common Elements made by a Unit Owner or his or her predecessor in title or for damage to paint, wallpaper, paneling, flooring, or carpet which, of necessity, must be cut or removed to gain access to work areas located behind it.

(b) Alteration and Improvement. After the completion of the improvements including the Common Elements contemplated by this Declaration there shall be no material alteration or further improvement of the real property constituting the Common Elements without prior approval in writing by the Owners of not less than seventy-five percent (75%) of the undivided shares in the Common Elements. Any such alteration of improvements shall not interfere with the rights of any Unit Owners without their consent. There shall be no change in the shares and rights of Unit Owners in the Common Elements altered or further improved, whether or not the Unit Owner contributes to the cost of such alteration or improvements.

- (c) Surface Water or Stormwater Management System.

(1) The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

(2) The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of Condominium Property which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater

Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

(d) Limited Common Elements. The Unit Owner shall be responsible for the maintenance and repair of Limited Common Elements appurtenant to his Unit, except that the Association shall be responsible for maintenance and repair of exterior walls and surfaces, structural components, and roofs of the porches, patios, balconies, garage spaces and storage spaces as part of the normal maintenance and repair of the condominium buildings of which they are a part. Where a Limited Common Element consists of a balcony, patio, or porch area, the Unit Owner who has the right of exclusive use of the area shall be responsible for: (i) the day-to-day cleaning and care of the walls, floor, and ceiling bounding that area, if any; (ii) all screens, doors, fixed glass and sliding glass doors in portions of the entranceway to the area, if any and the repair and replacement of such items when damaged by the residents or occupants of the Unit; and (iii) the wiring, electrical outlet(s), and fixture(s) thereon, if any; and the replacement of light bulbs. The Association is responsible for the maintenance, repair, and replacement of all exterior walls of the building and the concrete slabs. The Unit Owner shall be responsible for day-to-day cleaning and care, but all painting and maintenance of the exterior surfaces and structures of the building shall be the responsibility of the Association and shall be a Common Expense. The maintenance, repair, replacement, and insurance coverage of owner approved changes and additions shall be the responsibility of the Unit Owner.

5.2 Units.

(a) By Association. The Association shall maintain, repair and replace as a Common Expense:

(1) All portions of a Unit and the Limited Common Elements appurtenant thereto contributing to the support of the building, which portions shall include but not be limited to load-bearing columns and load-bearing walls, but shall not include surfaces of same.

(2) All chases, conduits, ducts, plumbing, wiring, chimneys, chimney flues and other facilities for the furnishing of Utility Services contained in the portions of a Unit maintained by the Association; and all such facilities contained within a Unit or Limited Common Elements appurtenant thereto that service part or parts of the Condominium other than the Unit within which contained.

(3) All incidental damages caused to a Unit by such work shall be promptly repaired by the Association.

(b) By the Unit Owner. It shall be the responsibility of the Unit Owner:

(1) To regularly maintain, repair, replace, and keep in an attractive condition at his sole and personal expense all portions of his Unit and Limited Common Elements appurtenant to his Unit, if any, (except the portions of the Unit specifically to be maintained, repaired and replaced by the Association) whether located on the exterior or interior of the Owner's Unit, including but not limited to, all doors, windows, glass, screens, electric panels, electric outlets and fixtures, doorbells and doorknockers, air-conditioners, heaters, HVAC pipes, lines, wiring, ducts and equipment, chimneys and flues, natural gas or liquefied petroleum lines, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections servicing his Unit only, all interior walls that do not form part of the boundary of a Unit, including the interior surfaces of all walls, floors and ceilings, and all carpeting, tile or wood floors and wallpaper. Any maintenance involving the painting, alteration, replacement or repair of any item visible from the exterior of the Unit shall be subject to approval of the Association.

(2) Not to enclose or otherwise alter the appearance of any portion of the exterior of the building in which the Unit is located including Limited Common Elements appurtenant to the Unit (including changes in paint or stain color) without the prior written approval of the Association. The foregoing does not apply to patio or balcony enclosures constructed by the Declarant.

(3) To contract with a licensed pest control operator to provide regular treatment for the control of household pests within the Unit.

(4) To promptly report to the Association any defects or need for repairs which are the maintenance responsibility of the Association.

(c) Alteration and Improvement. Subject to the other provisions of 5.2 and which in all cases shall supersede and have the priority over the provisions of this subsection when in conflict therewith, a Unit Owner may make such alteration or improvement to the Unit at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other Unit Owners and further provided that a Unit Owner shall make no changes or alterations to any Unit boundary wall, exterior wall, balcony, porch or patio, screening, exterior door, windows, structural or load-bearing component, electrical service or plumbing service, without first obtaining approval in writing of the Association. All alterations and improvements must be in compliance with all building codes. No alteration may cause an increase in any insurance premium to be paid by the Association or other Unit Owners.

(d) Failure of Unit Owner to Repair. The Association may enter into any Unit upon reasonable notice and during reasonable hours to inspect the Unit and, if needed, to perform the maintenance, repair or replacement activities for which the Association is responsible, or for making emergency repairs or alterations necessary to prevent damage to the Common Elements or to another Unit or Units, or to perform those maintenance responsibilities of the Unit Owner which the Unit Owner, after reasonable notice, has

failed to perform. All costs of such repairs or maintenance which are the responsibility of the Unit Owner and additional costs incurred by the Association by reason of the Unit Owner's failure to perform his or her maintenance obligations, shall be the personal financial obligation of the Unit Owner, and the Association shall have all remedies available at law or equity to enforce the reimbursement obligation of the Unit Owner. Furthermore, a Unit Owner's failure to perform his or her maintenance obligations shall be treated as a violation of the provisions of this Declaration and subject to the Association's authority to impose fines on a Unit Owner as set forth in paragraph 5.11 of the Association's By-Laws. The Association shall not, in exercising its rights hereunder, be liable to a Unit Owner for trespass or otherwise for entry into a Unit in accordance with this subsection.

(e) Flooring. Except as provided in this subsection, all Units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding except carpeting is not required in foyers, kitchens, bathrooms, or laundry rooms. An Owner who desires to install, in place of carpeting, any hard surface floor covering (e.g. marble, slate, ceramic tile, wood or parquet) also shall install a sound absorbent underlayment of such kind and quality as approved by the Association from time to time, or equivalent or superior to sound insulation material, installed in accordance with the regulations issued by the Association as amended from time to time. The Owner must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the Unit Owner to cover all such hard surface flooring with carpeting or require the removal of such hard surface flooring at the expense of the offending Unit Owner. Each Unit Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound and impact noise transmission in buildings such as the Condominium is very difficult to control and that noises from adjoining or nearby Units and/or mechanical equipment can be heard in another Unit. The Declarant does not make any representation or warranty as to the level of sound or impact noise transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases, to the extent not prohibited by applicable law as of the date of this Declaration, any such warranty and claims for loss or damages resulting from sound or impact noise transmission. The structural integrity of balconies and patios constructed of steel reinforced concrete is affected adversely by water intrusion and rusting aggravated by the water retention qualities of indoor-outdoor carpet or river rock, and unglazed ceramic tile and its grout. For this reason, no indoor-outdoor carpet or river rock may be used on balconies and patios, and all tile and its bedding and grout must be of such materials and so applied as to be waterproof. Any flooring installed on the balconies or patios of a Unit shall be installed so as to ensure proper drainage.

(f) Window Coverings. The covering and appearance of the windows and doors, whether by draperies, shades, reflective film, or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the Regulations of the Association.

(g) Mold - Mildew. Every residential building constructed in Florida, including the Condominium building, contains products that have water, powders, solids, and industrial chemicals. These materials and substances usually contain mold, mildew, fungus, spores, and chemicals that may cause allergic or other bodily reactions in certain individuals. The construction products used in building the Condominium contain these materials and may contain mold, mildew, fungus and spores in sufficient quantities to cause allergic reactions in some people. Moisture and high humidity levels common in Florida will contribute to the growth of molds, mildews, fungus or spores. Each Unit Owner, all occupants of the Unit and the Association understand and accept the responsibility to keep the Units and the Condominium building clean, dry, well ventilated, and free of excess moisture and contamination. Each Unit Owner, all occupants of the Units and the Association understand and agree that the Declarant, and its employees, officers, directors, agents, contractors and suppliers are not responsible and hereby disclaim any responsibilities for, and each Unit Owner, all occupants of the Units and the Association release Declarant and all of its employees, officers, directors and agents from any claims for any illness or allergic reactions that the Unit Owner, or other occupants of the building may experience as a result of mold, mildew, fungus, spores or chemicals that are commonly found in construction products and residential buildings in Florida.

5.3 Utility Services. The Association shall be responsible for and shall pay as a Common Expense the maintenance, repair and replacement of the lines, pipes, conduits, wiring and related equipment and facilities providing Utility Services to the Condominium from the master service connection with the utility company to the individual service connections for each Unit. Each Owner shall be responsible for the cost of maintaining, repairing or replacing such facilities from the individual service connection serving his Unit only. If the individual service connections serving one Unit only are located in the Common Elements, the Unit Owner must obtain the Association's approval of the proposed maintenance or repair work prior to commencement of the work, and the Association may require the use of contractors approved by the Association. The Association shall be responsible for the cost of maintenance of water, sewer, telephone and electric lines and facilities serving the Common Elements or more than one Unit whether located on-site or within off-site utility easements granted for the benefit of the Condominium Property if such facilities are not maintained by the utility companies providing such utility services.

6. Assessments. Assessments shall commence upon the recording date of this Declaration, or as to amendments to the Declaration, upon the recording date of an amendment that creates a subsequent phase. The making and collecting of assessments against Unit Owners for Common Expenses shall be pursuant to the By-Laws and subject to the following provisions:

6.1 Share of Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the Common Surplus, as set forth in paragraph 4 hereof, but the same shall not vest or create in any Unit Owner the right to withdraw or receive distribution of his share of the Common Surplus. It shall be the personal obligation of each Unit Owner to pay the Association all assessments levied against his or her Unit during the Unit Owner's period of ownership.

6.2 Payments. Assessments shall be made against Units not less frequently than quarterly. The Board of Directors may authorize the payment of assessments in monthly installments. Assessments and installments thereon paid on or before the due date shall not bear interest. The Board of Directors may adopt a uniform policy of requiring interest to be paid on all sums not paid on or before the due date at the rate from time to time established by the Board of Directors, not to exceed the maximum lawful rate nor to be less than twelve percent (12%) per annum. All payments on account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may cause a claim of lien to be filed and may declare all assessments or installments thereon payable during the remainder of the budget year in which the claim of lien was filed to be due and payable in full as of the date the claim of lien is filed.

6.3 Lien for Assessments. The Association shall have a lien on each Unit for any unpaid assessments with interest, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such liens. This lien shall be effective upon recording in the Official Public Records of the County, a claim of lien in compliance with the Florida Statutes which shall continue in effect for a period of one year, and thereafter only if an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall be signed and verified by an officer of the Association or the Association's attorney at law. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure proceeding, if a court of competent jurisdiction determines that the owner of a Unit must pay reasonable rental for the Unit during the foreclosure, the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where a mortgagee or other purchaser of a Unit obtains title to the Unit as a result of the foreclosure of the mortgage or as a result of a conveyance in lieu of foreclosure of the mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses or assessments pertaining to such Unit or chargeable to the former owner of such Unit which became due prior to acquisition of title in the manner above provided, except as provided in the Condominium Act. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners including such acquirer, its successors and assigns.

6.4 Declarant's Obligation to Pay Assessments.

(a) Except as provided in subsection 6.3 above and in this subsection, no Unit Owner may be excused from the payment of his proportionate share of the Common Expense unless all Unit Owners are likewise proportionately excused from such payment, except that the Declarant may elect pursuant to Florida Statutes §718.116(9)(a)2 to be excused from the payment of its share of the Common Expenses for those Units and in all respects during the period of time that it shall have guaranteed that the assessment for Common Expenses of the Condominium imposed upon the Unit Owners other than the Declarant shall not increase over a stated dollar amount per month per Unit, and shall

have obligated itself to pay any amount of Common Expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other Unit Owners. The Declarant's guarantee, if elected before the closing of the first Unit, shall be stated in the purchase agreement for the sale of Units, or in the Declarant's public offering statement for the sale of the Units. If elected after the first closing, then the guarantee must be set forth in a written agreement between Declarant and a majority of Unit Owners other than Declarant.

(b) Pursuant to Florida Statutes §718.116(9)(a)1, Declarant may elect to be excused from the payment of assessments on Units it owns for the period commencing on the recording date of this Declaration and terminating on the first day of the fourth calendar month following the closing of the sale of the first Unit in the Condominium, provided that Declarant agrees to pay all Common Expenses during such period in excess of assessments against other Unit Owners. Declarant's election under this subparagraph shall be made in the same manner as set forth in the preceding subparagraph.

6.5 Surface Water or Stormwater Management System. Assessments shall also be used for the maintenance and repair of the Surface Water or Stormwater Management System(s) including but not limited to work within retention areas, drainage structures and drainage easements.

7. Association. The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as **Exhibit "E"**.

7.2 By-Laws. A copy of the By-Laws of the Association is attached as **Exhibit "F"**. Paragraph 2 of the By-Laws sets forth the Unit Owner's membership and voting rights in the Association.

7.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Unit Owners or other persons.

7.4 Leaseholds, Memberships and Other Use Interests. In addition to the powers of the Association set forth in the Articles of Incorporation and By-Laws, the Association is authorized to enter into agreements, to acquire leaseholds, memberships, or other possessory or use interests in lands or facilities that are intended to provide enjoyment, recreation or other use or benefit to the Unit Owners. Except for any contemplated agreements or interests described in this Declaration or any exhibit hereto, any such agreements entered into after the recording date of this Declaration are subject to the approval of a majority of the Unit Owners. Rentals, membership fees, maintenance fees, or other expenses incurred by the Association under such agreements shall be Common Expenses.

7.5 Right of Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units. Each Owner shall provide the Association or the management company designated by the Association current keys to the Unit.

8. Insurance. Insurance shall be carried and kept in force at all times upon the Condominium Property and the property of the Unit Owners in accordance with the following provisions:

8.1 Authority and Duty of Association to Purchase. The Board of Directors shall use its best efforts to obtain and maintain adequate insurance. All insurance policies upon the Condominium Property shall be purchased by or for the Association for the benefit of the Association, and in case of insurance covering damage to the buildings and their appurtenances, also for the benefit of Unit Owners and their mortgagees as their interests may appear. The Association shall assist in the issuance of certificates of insurance to Unit Owners and their mortgagees. All insurance policies and endorsements thereon may, at the discretion of the Association, be deposited with the Insurance Trustee.

8.2 Authority of Unit Owners to Purchase. It shall not be the responsibility or duty of the Association to obtain insurance coverage for the personal liability, real or personal property or living expenses of any Unit Owner. It shall be the responsibility of each Unit Owner to obtain at his expense condominium Unit Owner's insurance coverage including insurance for improvements and betterments to the Unit made or acquired at the expense of the Owner and coverage for wall and floor coverings, window treatments, electrical fixtures, appliances, HVAC equipment, water heaters, built-in cabinets and countertops and other items excluded from Association insurance coverage by Florida Statutes 718.111(11)(b), as amended from time to time. The Unit Owner's insurance shall comply with the provisions of the Condominiums Act as amended from time to time, and shall not be of a nature to affect policies purchased by the Association. Such insurance shall be written by the same carrier as that purchased by the Board of Directors pursuant to this Article or shall provide that it shall be without rights of subrogation or contribution against the Association or other Owners. Unit Owners shall furnish the Association copies of all insurance policies obtained by them.

8.3 Coverage. The Association shall use its best efforts to obtain the insurance coverage described herein from companies rated B Plus 8 or better by A.M. Best's Company, or at the next highest available rating if the coverage cannot reasonably be obtained from a company rated B Plus 8, through a licensed Florida insurance agent or broker.

(a) Property Damage. All buildings and improvements located on the Condominium Property and all insurable property of the Association shall be insured in an amount determined annually by the Board of Directors, to the extent such items are customarily insured or insurable, as determined by the Board of Directors of the Association. Pursuant to Florida Statutes 718.111(11)(b) as amended from time to time, the word "building" and "improvements" does not include wall, floor and ceiling

coverings, electrical fixtures, appliances, HVAC equipment, water heaters, built-in cabinets and window treatments. Such coverage shall afford protection against such risks as from time to time shall be customarily covered with respect to improvements similar in construction, location and use as the improvements on the land, including but not limited to:

(1) ~~Loss or damage by fire or other hazards covered by a standard extended coverage endorsement; and~~

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief, and flood and water damage, if the Condominium is at any time located in a designated flood hazard area.

(b) Public Liability Insurance. Comprehensive general liability insurance providing coverage for property damage, bodily injury and death in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence or such greater amounts and such additional coverage as may be determined by the Board of Directors of the Association with a cross liability endorsement to cover liabilities of Unit Owners as a group to a Unit Owner, and also with waiver of the insurer's right of subrogation, if reasonably available.

(c) Automobile. Liability for bodily injury and property damage for all owned and non-owned motor vehicles used in Association business with limits of protection and coverage as determined annually by the Board of Directors.

(d) Workmen's Compensation. The Association shall carry workmen's compensation coverage necessary to meet the requirements of law.

(e) Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

(f) Other. The Association may, at its option, purchase demolition insurance in adequate amounts to cover demolition in the event of destruction and the decision not to rebuild. The Association may also purchase and maintain insurance on commonly owned personal property and such other insurance as it may deem necessary.

8.4 Premiums. Premiums for insurance purchased by the Association shall be a Common Expense. Premiums shall be paid by the Association.

8.5 Insurance Trustee and Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear (without naming them) and shall provide that all proceeds in excess of Fifty Thousand Dollars (\$50,000) covering property losses shall be paid to an Insurance Trustee, which shall be a bank or financial institution with trust powers and qualified to do business in the State of Florida or an attorney licensed to practice law in the State of Florida, as may from time to time be designated by the Board of Directors of the Association, or in the absence of such designation or as to proceeds less than Fifty Thousand Dollars (\$50,000), then the Board of Directors of the Association, acting as Insurance Trustee. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Association, the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage to Common Elements shall be held in undivided shares for the Unit Owners of the Condominium, such shares being the same as the share upon termination as shown on **Exhibit "D"** attached hereto.

(b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the building is to be restored for the Owners of damaged Units, in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Board of Directors of the Association.

(2) When the building is not to be restored for the Owners of Units in such building, in undivided shares being the same as their respective shares upon termination as shown on **Exhibit "D"**.

(c) Mortgages. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired except as provided in 9.1(b)(1) and (2).

8.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expenses of Trustee. If the Insurance Trustee is other than the Board of Directors, then all expenses of the Insurance Trustee shall be first paid or provisions made therefor.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(d) Certificate. In making distribution to Unit Owners, the Insurance Trustee, if other than the Board of Directors, may rely upon a certificate of the Association made by its President and Secretary or by the Association's managing agent as to the names of current Unit Owners and their respective shares of the distribution.

9. Reconstruction or Repair After Casualty.

9.1 Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements. If the damaged improvement is a Common Element, the same shall be reconstructed or repaired unless the damages to the building containing such Common Element extend to the Units, in which case the provisions of 9.1(b) shall apply.

(b) Building.

(1) Partial Destruction - If the damaged improvement is one of the buildings and less than ninety percent (90%) of the amount of insurance applicable to such building is forthcoming by reason of such casualty, then the building shall be reconstructed and repaired unless seventy-five percent (75%) of the Unit Owners of Units and all holding first mortgages upon Units contained within such building shall agree in writing that the same shall not be reconstructed or repaired.

(2) Total Destruction - If the damaged improvement is one of the buildings and ninety percent (90%) or more of the amount of casualty insurance applicable to such building is forthcoming by reason of such casualty, the building shall not be reconstructed or repaired unless within sixty (60) days after casualty seventy-five percent (75%) of the Owners of the Units and all holding

first mortgages upon Units contained within such building shall agree in writing that the same shall be reconstructed or repaired.

(c) Certificate. If other than the Board of Directors, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or managing agent to determine whether the Unit Owners have made a decision whether or not to reconstruct or repair.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or if not, then according to plans and specifications approved by the Board of Directors of the Association and if the damaged property is a building containing Units, by the Owners of all damaged Units therein, which approvals shall not be unreasonably withheld.

9.3 Responsibility. If the damage is only to those parts of Units for which the responsibility of maintenance and repair is that of Unit Owners, then the Unit Owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

9.5 Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during or after reconstruction and repair the funds for payment of the cost of reconstruction and repair are insufficient, assessments shall be made against Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be against all Unit Owners in proportion to the Owner's share in the Common Elements. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units.

9.6 Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Unit Owners shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total assessments made by the Association to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than Fifty Thousand Dollars (\$50,000.00), then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from

collection of assessments against Unit Owners shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Unit Owner - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement as to such Unit, then to the Unit Owner and the mortgagee jointly, who shall use such proceeds to repair the Unit.

(2) Association - Lesser Damage - If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than Fifty Thousand Dollars (\$50,000.00), then the construction fund shall be held and disbursed by the Association in payment of such costs.

(3) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Fifty Thousand Dollars (\$50,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect or engineer qualified to practice in the state and employed by the Association to supervise the work.

(4) Surplus - It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except that part of a distribution to a beneficial owner up to the amount of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate - Notwithstanding the provisions herein, the Insurance Trustee, if other than the Board of Directors of the Association, shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by Owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee, if other than the Board of Directors of the Association, may rely upon a certificate of the Association made by its President and Secretary as to any or all such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid provided that when a mortgagee is herein required to be named

as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund so requires, the approval of an architect named by the Association shall be first obtained by the Association.

10. Use Provisions. The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists and the buildings in useful condition exist upon the land:

10.1 Units. The Condominium Property shall be used only as a residential community. Except for the development of the Condominium and the sale of Units by the Declarant, no trade, business, or profession of any kind may be conducted in, on, or from any Unit or the Condominium Property, except that a home office may be maintained if such use does not involve the regular attendance or entry of non-residents to the Unit or otherwise diminishes the residential character of the Condominium. The letting, renting or leasing of Units for residential purposes shall not constitute a trade or business. However, a Unit may not be used as more than one (1) dwelling unit.

10.2 Common Elements. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

10.3 Occupancy and Leasing.

(a) Occupancy. Occupancy of Units is restricted to one (1) family and their guests. Occupancy by guests in the absence of the Unit Owner is limited to four (4) times per calendar year and a cumulative maximum of thirty (30) days. Occupancy by tenants of the Unit Owner and authorized users of Units owned by corporations or other entities is further restricted to the number of persons equal to two (2) times the number of bedrooms in the Unit.

(b) Leasing. Only entire Units may be rented provided the occupancy is only by the lessee and their servants and non-paying social guests and the lease term is not less than seven (7) months. Following the closings of the sale of ninety percent (90%) of the Units to Owners other than Declarant, no more than thirty percent (30%) of all Units may be rented at any time. Notwithstanding any lease provisions to the contrary, all Unit leases shall be deemed to include the leasing and the use and enjoyment of the Common Elements during the term of the lease and the Owner of the Unit shall not have the right to use the recreational or other common facilities of the Condominium. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to impose fines and/or evict the tenant for material violations of or failure to comply with all provisions of this Declaration, the Articles of Incorporation, By-Laws of the Association, the Rules and Regulations, or other applicable provisions of any law, agreement, or instrument affecting the Condominium. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required

by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant. In addition, the Association may require a prospective tenant to place a security deposit in an amount not to exceed one month's rent into an escrow account maintained by the Association to secure the tenant's obligation to reimburse the Association for damage to the Common Elements or to pay fines for violations by the tenant or other occupants of the Unit. Prior to occupancy by the tenant, the Unit Owner or tenant shall provide a copy of the fully executed lease, the anticipated occupancy date and any security deposit required by the Association. No rooms may be rented and no transients may be accommodated in a Unit. The Association may promulgate further rules and regulations regarding leasing. An amendment of this paragraph shall require the written consent of not less than seventy-five percent (75%) of the voting interests of all Unit Owners.

10.4 Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association as provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium.

10.5 Garage Spaces and Storage Spaces.

(a) Garage Spaces and Storage Spaces. The numbered garage spaces and numbered storage spaces shown on **Exhibit "B"** to the Declaration are part of the Common Elements of the Condominium. However, Declarant has reserved the right to assign the exclusive use of one or more garage spaces and one or more storage spaces to each Unit. Once assigned by the Declarant to a Unit, the numbered garage space and numbered storage closet shall be Limited Common Elements appurtenant to that Unit. The procedures for assigning and changing reserved garage spaces and reserved storage spaces is set forth below.

(b) Assignment and Transfer of Garages and Storage Spaces. The assignments shall be made initially by the Declarant in connection with the sale of Units. The Declarant shall be entitled to retain all consideration paid for the initial assignment of the exclusive right to use a garage space or storage closet. Declarant's right to assign garage spaces and storage spaces shall continue until Declarant closes the sale of all Condominium Parcels or assigns its rights hereunder to the Association. Thereafter the Association shall have the right to assign any unassigned garage spaces and storage spaces provided that the Association may not change Declarant's assignments without the consent of the Owner of the Unit to which such spaces have been assigned. Garage spaces and storage spaces may be assigned only to Units within the Condominium, and may be transferred only among Unit Owners. Except as set forth below, the exclusive right to use a garage space or storage closet is automatically transferred with the conveyance of the Unit to which it is appurtenant. The right of exclusive use of each Limited Common Element passes with the Unit to which it is assigned, whether or not separately described, and cannot be separated from it except that the use rights to

particular garage spaces or storage spaces may be exchanged between Units or transferred to another Unit, as follows:

(1) The Unit Owners desiring to exchange use rights shall execute a Certificate of Transfer in recordable form, which shall include the recording data identifying this Declaration, and shall be executed by the Owners with the formalities required for the execution of a deed.

(2) The transfer of use rights shall be complete and effective when the Certificate is recorded in the Public Records of the County. The costs of preparing and recording the Certificate shall be borne by the Unit Owners desiring the exchange or transfer. A copy of the recorded Certificate shall be provided to the Association for its records.

Maintenance of the garages and storage spaces is declared to be a Limited Common Expense, and the expenses incident to the same shall be divided only among the Unit Owners using the spaces.

10.6 Pets. No pets or animals shall be kept or maintained in or about the Condominium Property except only dogs (excluding chows, pit bulldogs, doberman pinschers, and rottweilers or a mixed breed that is predominately one of the foregoing), cats and small caged birds, hereinafter referred to as "Pets". No pigs or reptiles of any kind are permitted. A conditional license to maintain two Pets, as defined above, in the Unit is granted to residents, subject to the following conditions and reservations:

- (a) Dogs must be kept on a leash at all times while on the Common Elements.
- (b) Pets must not be curbed near the walkways, shrubbery, gardens or other public spaces, but only in designated pet walk areas. Owners of Pets are required to clean up after Pets when unable to reach designated pet walk areas.
- (c) A resident is fully responsible for any damage to person or property caused by his Pet. In the event of any damage to the Condominium Property caused by a Pet, the decision of the Board of Directors as to the amount of the damage shall be determinative and the Unit owner and/or tenant shall be required to reimburse the Association for the amount of damage.
- (d) Aquarium fish are permitted, but are not counted in the two pet limitation.

This conditional license is subject to revocation and termination at any time by the Board of Directors upon their reasonable determination that such Pet is vicious or is a nuisance.

10.7 Lawful Use. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility for meeting the requirements of governmental bodies that require maintenance, modification, or repair on Condominium Property shall be the same as the responsibility for the repair and maintenance of

the property as expressed earlier in this Declaration. No activity is permitted, nor shall any object or substance be kept, stored, or emitted within the Condominium Property in violation of applicable laws. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. No noxious, destructive, or offensive activity is permitted within the Condominium Property, nor shall anything be done within the Condominium Property that may constitute a nuisance to any other person lawfully occupying any portion of the Condominium Property.

10.8 Proviso. Notwithstanding the foregoing, Declarant shall have the right and privilege to do all things necessary to develop the Condominium Property and sell the Units, including the right to use Units owned by it and portions of the Common Elements as a sales office or as model display units for the sale of Units in this Condominium.

11. Notice of Lien or Suit.

11.1 Notice of Lien. A Unit Owner shall give notice, in writing, to the Association of every lien upon his Unit other than mortgages, real estate taxes and special assessments, within five (5) days after the attaching of the lien.

11.2 Notice of Suit. A Unit Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner obtains knowledge thereof.

11.3 Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial suit.

12. Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time. Failure of the Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to other remedies provided in this Declaration, the By-Laws and the Condominium Act. All rights, remedies and privileges shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by this Declaration, the By-Laws, or at law or in equity.

12.1 Enforcement. The Association is hereby empowered to enforce this Declaration, the By-Laws and Rules and Regulations of the Association, by such means as are provided by the laws of the State of Florida.

12.2 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the

Association. Such liability shall include any increase in fire and casualty insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or the Common Elements.

12.3 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

12.4 No Waiver of Rights. The failure of the Declarant, the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

12.5 Water Management District. The St. Johns River Water Management District or the State of Florida, Department of Environmental Protection, as applicable, 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.

13. Amendments.

13.1 General. Subject to the other provisions of the Declaration relative to amendment, which shall in all cases be controlling, this Declaration may be amended in the manner provided in the Condominium Act, as the same may from time to time be amended or modified; provided however, for so long as Declarant holds any Units for sale in the ordinary course of business, no amendment that would be detrimental to the sale of Units by the Declarant shall be effective without the joinder of Declarant. No amendment shall be passed which shall materially impair or prejudice the rights of Institutional First Mortgagees (unless required to comply with applicable law or the regulations of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Veterans Affairs, or other agency buying or insuring first mortgages) without the written approval of all such Institutional First Mortgagees affected by the amendment.

13.2 Declarant. As long as the Declarant holds any Units for sale in the ordinary course of business, the Declarant may amend this Declaration and the Articles of Incorporation and By-Laws of the Association, to comply with the requirement of any government agency or instrumentality or an Institutional First Mortgagee willing to make, insure or guarantee loans for the development of the Condominium, or to make, insure, guarantee, or purchase permanent mortgage loans secured by a Unit, or any amendment necessary to comply with governmental laws, regulations or requirements applicable to the Condominium, or any amendment to correct errors or inconsistencies in this Declaration or the Articles or By-Laws of the Association, or to exercise other amendment rights specifically reserved herein, or any amendment not prohibited under paragraph 13.3 of this Declaration. Such amendments shall be effective without the joinder of the Association or any record Owner of any Unit, or the joinder of any owner of any lien thereon; provided, however, that no such amendment shall adversely affect the lien or

priority of any previously recorded Institutional First Mortgage as it affects a Unit without the consent of the mortgagee.

13.3 Proviso. Provided however, that no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit or change the proportion or percentage by which the Unit Owner shares the Common Expenses and Common Surplus, or permit timeshare estates to be created in any Unit of the Condominium, unless the record Owner of the Unit concerned and all record owners of liens on the Unit join in the execution of the amendment, and unless the record owners of all other Units approve the amendment.

13.4 Requirement of Reasonable Consent. Whenever this Declaration, the Articles or By-Laws requires the consent, joinder or approval of any amendment by a Unit Owner or a holder of any mortgage or other lien, such consent, joinder or approval shall not be unreasonably withheld or delayed.

13.5 Surface Water or Stormwater Management System. 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 the water management portions of the Common Elements, must have the prior approval of the St. Johns River Water Management District or the Florida Department of Environmental Protection, as applicable.

14. Termination. The Condominium may be terminated in the following manner:

14.1 Agreement. The Condominium may be terminated at any time by approval, in writing, of all of the Owners of the Condominium and by at least sixty-seven percent (67%) of the record owners of mortgages upon Units therein owned by Institutional First Mortgagees that have requested notice from the Association under paragraph 15 hereof.

14.2 Total Destruction or Taking of the Buildings. If the Condominium building or all of the Condominium buildings, if more than one (1), as a result of common casualty are damaged within the meaning of 9.1(b)(2) and it is decided as therein provided that such buildings shall not be reconstructed or repaired, or if taken by eminent domain, then the condominium form of ownership will thereby terminate without agreement and the following shall be effective: The Owners of the Units shall thereupon be the Owners, as tenants in common, of the Condominium Property, the insurance or eminent domain proceeds, and the assets of the Association. The shares of such tenants in common shall be as shown on **Exhibit "D"** attached hereto.

14.3 General Provisions. Upon termination of the Condominium, the mortgagee and lienor of a Unit Owner who shall thereby become tenants in common, shall have a mortgage and lien solely and exclusively upon the undivided share of such tenancy in common in and to the lands and other properties and rights which he may receive by reason of such termination or exclusion. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its president and Secretary certifying as to the facts affecting the termination, which certificate shall become effective upon being recorded in the Official Public Records of the County.

14.4 Amendment. This section concerning termination cannot be amended without consent of not less than eighty percent (80%) of the total voting interests in the Association.

15. Additional Rights of Institutional First Mortgagees. In addition to any rights provided elsewhere in this Declaration, any Institutional First Mortgagee or the holder, insurer or guarantor of any first mortgage on a Unit shall be entitled to receive from the Association any of the following items upon written request:

15.1 Annual Financial Statements of Association. To be furnished with at least one copy of the annual financial statement and report of the Association, including a detailed statement of annual carrying charges, or income collected, and operating expenses. The financial statement and report shall be furnished within ninety (90) days following the end of each fiscal year.

15.2 Notice of Meetings. To be given written notice by the Association of a meeting of the Unit Owners to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or to the Articles of Incorporation or By-Laws of the Association, which notice shall state the nature of the Amendment being proposed.

15.3 Notice of Defaults. To be given written notice of any default by any Owner of a Unit encumbered by mortgage in the performance of such mortgagor's obligations under the Declaration, Articles, By-Laws or Regulations which is not cured within sixty (60) days. The notice shall be given in writing and shall be sent to the principal office of such Institutional First Mortgagee, or other parties identified in this paragraph or to the place which it or they may designate in writing to the Association from time to time.

15.4 Insurance Endorsements. To be given an endorsement of the policies covering the Common Elements and Limited Common Elements requiring that such Institutional First Mortgagee or other parties identified in this paragraph be given any notice of cancellation or material modification provided for in such policy.

15.5 Examination of Books and Records. Upon reasonable notice, to examine the books and records of the Association including a current copy of the Declaration of Condominium and the Articles of Incorporation and By-Laws of the Association during normal business hours.

15.6 Notice of Casualty or Condemnation Loss. To be given written notice by the Association of any casualty or condemnation loss that affects a material portion of the Condominium Property or any Unit encumbered by its mortgage.

15.7 Rental Restrictions. The provisions of 10.3 above regarding minimum lease terms is not applicable to an Institutional First Mortgagee acquiring title to a Unit by virtue of a foreclosure of a mortgage on that Unit.

16. Severability. The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase or word or other provision of this Declaration,

the Articles, the By-Laws, the Rules and Regulations of the Association, and any exhibits attached hereto, shall not affect the remaining portions thereof.

17. Intent. It is the intent of the Declarant to create a condominium pursuant to Chapter 718, Florida Statutes, as in effect on the date this Declaration is filed. Declarant reserves the right to amend this Declaration to the extent necessary to validly create a condominium, subject to the limitations set forth in Section 718.110(2). The condominium hereby created shall be governed in accordance with the several laws of the State of Florida, this Declaration, the Articles of Incorporation and the By-laws of the Association and all other instruments and exhibits attached to or made a part of this Declaration of Condominium.

18. Eminent Domain. If all or any part of the Common Elements shall be taken, injured, or destroyed by eminent domain, each Unit Owner shall be entitled to notice of such taking and to participate through the Association in all condemnation and other proceedings. Any damages shall be for the taking, injury, or destruction as a whole and shall be collected by the Association and distributed by it among Unit Owners in proportion to their respective undivided interests in the Common Elements or Limited Common Elements so taken, injured, or destroyed, except that such funds as are deemed by the Board of Directors necessary or appropriate to be applied to the repair or restoration of property so injured or destroyed may be so applied.

19. Covenants Running with the Land. All provisions of this Declaration of Condominium and all attachments thereto shall be construed to be covenants running with the land and with any part thereof or interest therein, including but not limited to every Unit Owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound thereby.

20. Phased Development. The Declarant reserves the right, but shall not have the obligation, to develop in one or more additional phases and hereafter to submit in the sequence determined by Declarant to the condominium form of ownership under the terms and conditions of this Declaration and the Condominium Act, all or part of the real property more particularly described in **Exhibit "B"** attached to this Declaration and identified therein as the "Future Phases." The enumeration of phases in **Exhibit "B"** shall not be determinative of the sequence in which phases are added to the Condominium, and Declarant may submit phases in any sequence it determines. Timeshare estates shall not be created with respect to Units in any phase of the Condominium.

20.1 Procedure. A Future Phase shall become part of this Condominium upon the election of the Declarant and the recordation of an amendment to this Declaration, executed only by Declarant, extending the terms and conditions of this Declaration to the Future Phase, without the consent of any person or entity.

20.2 Future Phase Descriptions. A plot plan and survey showing the approximate location of the improvements located on each Future Phase are also set forth in **Exhibit "B."** Declarant reserves the right without the consent of any person or entity to make non-material changes in the legal description of a phase and to amend the provisions of this paragraph and the phase plan attached hereto as **Exhibit "B,"** provided that the amendments are consistent with the

provisions of Section 718.403(6) of the Condominium Act. Declarant reserves the right to modify the plot plan as to building, driveway, parking and other improvement locations, to adjust for setback requirements, soil conditions, wetlands jurisdictional areas, and other matters affecting the construction of the improvements. Declarant reserves the right to develop all or some of the other Future Phases for uses other than as a part of this Condominium.

20.3 Impact. The impact of the completion of Future Phase upon the Condominium initially created by this Declaration will be to cause the Future Phase land and improvements located thereon to be owned jointly by the Owners of this Condominium as Common Elements. As to Phase One, the addition of the Future Phases will: (a) increase the members of the Association; (b) increase the number Units in the Condominium and the number of Units using the common facilities; (c) reduce an Owner's fractional undivided share of the Common Elements and the Common Expenses as described below; and (d) reduce an Owner's fractional share of the cost of maintaining the recreational facilities and other portions of the Common Elements.

20.4 Unit and Building Descriptions. Under Declarant's present development plan, if all Future Phases are added, the maximum number of buildings containing Units will be nine (9) and the maximum number of Units will be two hundred seventy-six (276). The Declarant's present development plan provides for a maximum number of Units for each Phase as follows: (i) sixty (60) Units in two (2) residential buildings in a second phase of the Condominium ("Phase Two"); (ii) forty-eight (48) Units in two (2) residential buildings in a third phase of the Condominium ("Phase Three"); (iii) seventy-two (72) Units in two (2) residential buildings in a fourth phase of the Condominium ("Phase Four"); and (iv) recreational and other common facilities ("Phase Five"). Declarant's present development plan does not contemplate any variation in the number of Units in each Phase from those stated above. However, Declarant reserves the right to reduce the number of Units in any Phase by not more than twenty percent (20%) of the above stated maximums. As to all Future Phases, the minimum size of a Unit shall be approximately seven hundred (700) square feet and maximum size of a Unit shall be approximately one thousand three hundred (1,300) square feet.

20.5 Undivided Share of Common Elements, Common Expenses and Common Surplus. As each Future Phase is added, the undivided share of Common Elements, Common Expenses and Common Surplus of the Units in Phase One and the Units of Future Phases that have been previously added to the Condominium, shall be recalculated using the following formula: Each Units percentage share equals the square footage of the Unit divided by the cumulative square footage of all Units submitted to the condominium form of ownership.

20.6 Addition of Phases. Declarant's right to unilaterally add the Future Phase to this Condominium expires seven (7) years from the date of recording of this Declaration.

20.7 No Encumbrance. The provisions of this Declaration shall not constitute an encumbrance on or grant to the Association or a Unit Owner or any other party of any right, claim or interest in any Future Phase until, if the Declarant so elects, such Future Phase is added to this Condominium in accordance with this Declaration, and then the encumbrance, right, claim or interest, if any, shall extend only to the area of the Future Phase as added.

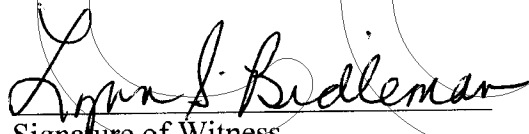
20.8 Recreational Facilities and Areas. The recreational areas and common facilities and the personal property described in the Declarant's Public Offering Statement for Phase One and depicted on Phase One of **Exhibit "B"** will be owned as Common Elements by all Unit Owners, including Owners of Units in Future Phases. There are not any additional recreational areas and common facilities within Phases Two, Three or Four. Phase Five of the Condominium is a recreational and boat/recreational vehicle storage area that will contain the following facilities: (a) a children's playground (identified as "tot lot" on Exhibit "B") with one piece of playground equipment; (b) a bar-b-que area with bar-b-que grill; (c) a tennis court; (d) a basketball court; (e) a volleyball court; (f) a golf practice area with a chipping green and putting green; (g) a boat/recreational vehicle storage area with a capacity of approximately twenty-eight (28) boats or recreational vehicles that shall be available to Unit Owners on a reserved first-come-first-served basis; and (h) a jogging path with exercise stations identified as the "Confidence Trail" on **Exhibit "B"** will be constructed around the perimeter of the Condominium property when Phase Five is completed.

20.9 Mortgagee's Consent. The consent to this Declaration of Condominium of all holders of mortgages encumbering the Condominium Property as of the date hereof is attached as **Exhibit "G"**.

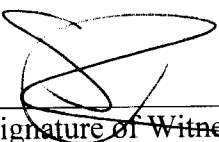
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IN WITNESS WHEREOF, the Declarant has executed this Declaration of Condominium this ____ day of October, 2006.

Signed, sealed and delivered in the presence of


Signature of Witness

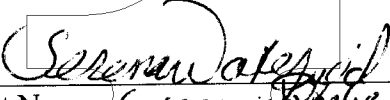
Lynn S. Bidleman
Printed Name of Witness


Signature of Witness

Sandra Palmer
Printed Name of Witness

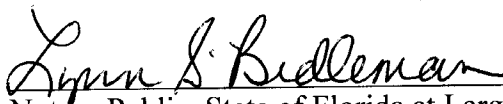
PORTOFINO OF ST. AUGUSTINE, LLC, a Florida limited liability company

By: C. Atkerson, Inc., a Florida corporation, Its managing member

By: 
Print Name: Serena Wakefield
Title: Vice President

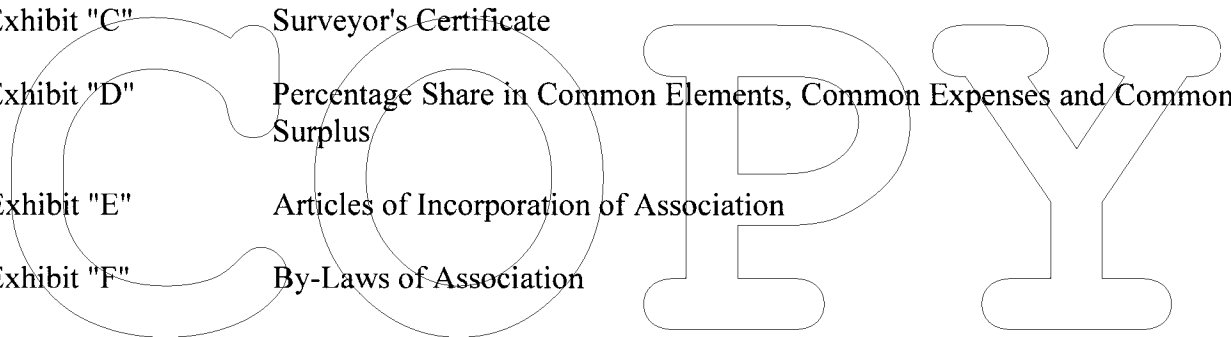
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 11th day of October, 2006, by Serena Wakefield, as Vice President of C. Atkerson, Inc., a Florida corporation, the managing member of Portofino of St. Augustine, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.


Notary Public, State of Florida at Large
Lynn S. Bidleman
Print Name

My commission expires:
My commission number is:
LYNN S. BIDLEMAN
Notary Public, State of Florida
My comm. expires June 2, 2009
Comm. No. DD 432078

EXHIBIT LIST

- | | |
|-------------|---|
| Exhibit "A" | Legal Description of Condominium Property |
| Exhibit "B" | Graphic Description of Condominium Property |
| Exhibit "C" | Surveyor's Certificate |
| Exhibit "D" | Percentage Share in Common Elements, Common Expenses and Common Surplus |
| Exhibit "E" | Articles of Incorporation of Association |
| Exhibit "F" | By-Laws of Association |
| Exhibit "G" | Mortgagee's Consent |
- 

OLD TOWN VILLAGES
APARTMENT PARCEL

A portion of Lots 25, 26 and 27, as shown on the plat of Green Acres Section One, as recorded in Map Book 6, Page 5 of the Public Records of St. Johns County, Florida, together with a portion of Section 8, Township 7 South, Range 29 East, of said County, and being more particularly described as follows: BEGIN at the intersection of the Westerly line of said Lot 25, with the Southerly right of way line of State Road No. 16 (as now established); thence South 77°50'00" East, along said Southerly right of way line, 109.00 feet; thence South 12°22'21" West, 289.22 feet to the point of curvature of a non-tangent curve to the right, being concave Southeast, and having a radius of 25.00 feet; thence Northeasterly along and around the arc of said curve a chord bearing and distance of North 62°33'12" East, 32.27 feet to the point of tangency of said curve; thence South 77°15'27" East, 17.10 feet to the point of curvature of a curve to the right; thence along and around the arc of said curve being concave Southwest and having a radius of 189.50 feet to a chord bearing and distance of South 84°09'45" East, 76.81 feet to a point of compound curve to the right being concave Southwest, and having a radius of 43.50 feet; thence along and around the arc of said curve, a chord bearing and distance of South 27°13'48" East, 35.18 feet to a point of reverse curve to the left being concave Northeast and having a radius of 58.50 feet; thence Southeasterly along and around the arc of said curve, a chord bearing and distance of South 46°48'13" East, 77.61 feet to a point of reverse curve to the right being concave South and having a radius of 43.50 feet; thence Easterly along and around the arc of said curve, a chord bearing and distance of South 82°55'22" East, 10.94 feet to a point of compound curve to the right being concave Southwest and having a radius of 25.00 feet; thence along and around the arc of said curve, a chord bearing and distance of South 48°31'04" East, 24.38 feet to a point of reverse curve to the left being concave Northeast and having a radius of 39.77 feet; thence Southeasterly along and around the arc of said curve, a chord bearing and distance of South 47°18'04" East, 39.73 feet to the point of tangency of said curve; thence South 77°12'06" East, 219.67 feet to the Easterly line of said Lot 27; thence South 12°19'28" West along said Easterly line 682.58 feet to the Southeast corner of said Green Acres Section One; thence South 78°58'57" East, along said Southerly line 572.14 feet to the Southeast corner of said Green Acres Section One; thence South 00°49'34" East, 461.08 feet; thence South 68°23'49" East, 18.00 feet to the Northwest corner of the P. Seville Grant; thence South 18°22'44" West along the Westerly line of said Grant, 1,330.41 feet; thence South 84°42'34" West, 1,018.65 feet to the Easterly line of Green Acres Estates Unit 1, as recorded in Map Book 10, Page 42 of the Public Records of said County; thence North 05°17'18" West, along said Easterly line, 1,985.83 feet; thence North 77°04'32" West, along said Easterly line 34.19 feet; thence North 12°55'20" East, along said Easterly line, 189.97 feet to the Southerly line of said Green Acres Section One; thence South 77°35'13" East, along said Southerly line 400.38 feet to the aforesaid Westerly line of Lot 25; thence North 12°22'21" East, along said Westerly line, 1,070.39 feet to the POINT OF BEGINNING.

Subject to:

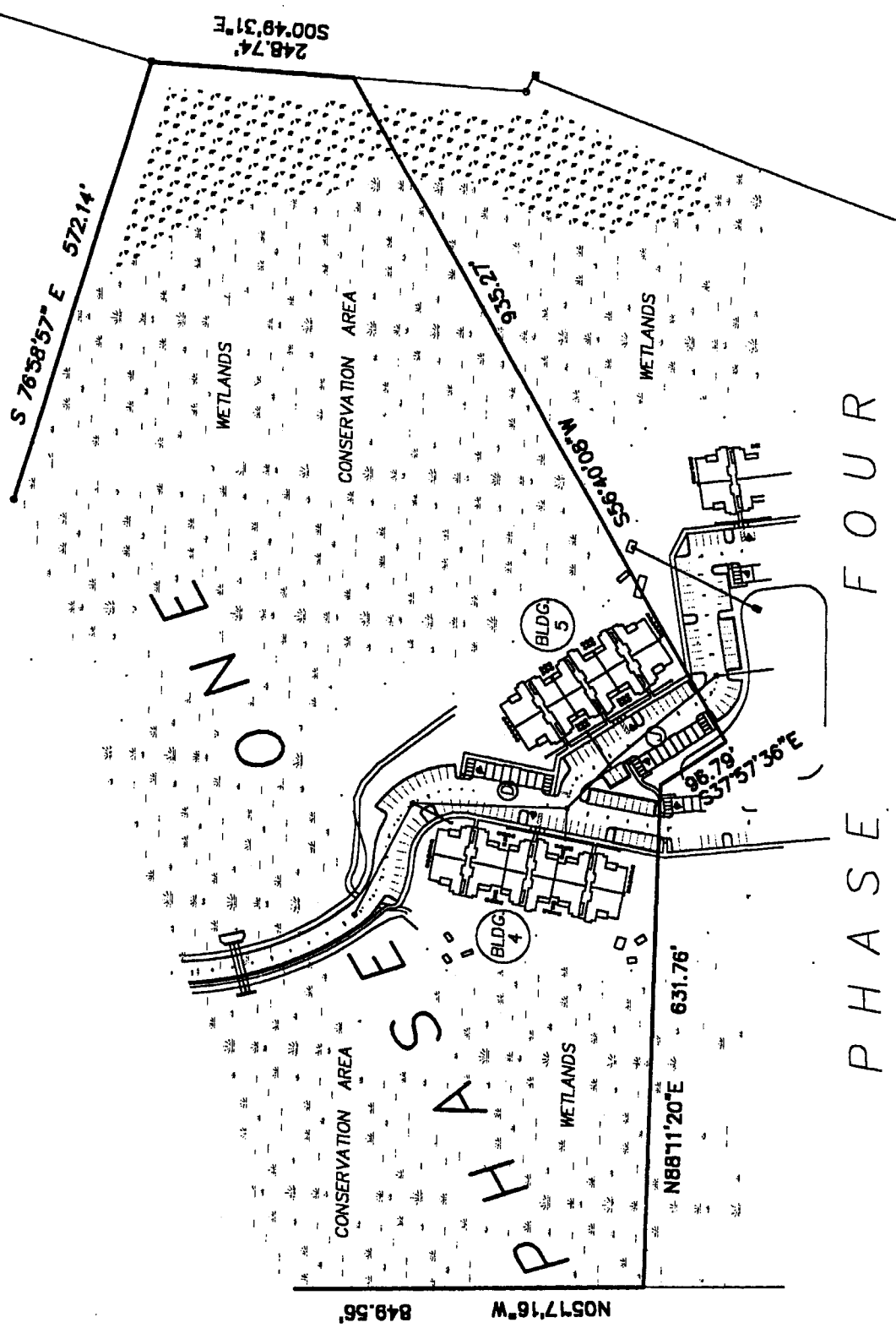
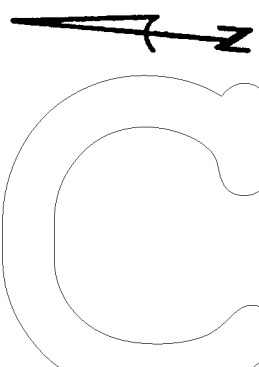
1. Reservation of Easements and Restrictive Covenants as set forth in Special Warranty Deed recorded at Official Records Book 1658, Page 1441 of the Public Records of St. Johns County, Florida, as amended by that Easement Modification Agreement recorded at Official Records Book 2696, Page 700 of the Public Records of St. Johns County, Florida.
2. Conservation Easement recorded at Official Records Book 2488, Page 453 of the Public Records of St. Johns County, Florida.

EXHIBIT "A"

OLD TOWN VILLAGES, A CONDOMINIUM
Notes to Graphic Description of Improvements
(Exhibit "B" to Declaration of Condominium)

1. The name and address of the Condominium is Old Town Villages, a Condominium, 2083 State Road 16, St. Augustine, Florida 32092.
2. The Common Elements are all portions of the Condominium Property not contained within the Units.
3. The Limited Common Elements include the following items: any structure, improvement or equipment attached to the exterior walls of the building and serves only the particular Unit adjacent to such structure, including without limitation, balconies, porches, patios, and storage areas attached to the Unit. Garage spaces and storage spaces are classified as Common Elements until such time as they are assigned to a specific Unit. Upon being assigned to a specific Unit the garage space or storage space becomes a Limited Common Element.
4. Ingress and egress to the Condominium Property is from State Road 16, which is a publicly dedicated road.
5. The Condominium Property is to be used only for residential purposes and related uses such as recreation, parking and storage.
6. Outdoor parking areas are used for parking, drainage, and ingress and egress. The number of outdoor parking places shown is approximate.

OLD TOWN VILLAGES, A CONDOMINIUM ST. AUGUSTINE, FLORIDA



**OLD TOWN VILLAGES
APARTMENT PARCEL
PHASE ONE:**

A portion of Lots 25, 26 and 27, as shown on the plat of Green Acres Section One, as recorded in Map Book 6, Page 5 of the Public Records of St. Johns County, Florida, together with a portion of Section 8, Township 7 South, Range 28 East, of said County, and, being more particularly described as follows: BEGIN at the intersection of the Westerly line of said Lot 25, with the Southerly right of way line of State Road No. 18 (as now established); thence South 77°50'00" East, along said Southerly right of way line, 109.00 feet; thence South 12°22'21" West, 289.22 feet; thence South 12°12'10" West, 194.85 feet; thence South 28°02'19" West, 137.27 feet; thence South 11°42'22" West, 264.35 feet; thence South 77°40'30" East, 525.62 feet to the Easterly line of said Lot 27; thence South 12°19'31" West, along said Easterly line, 188.12 feet to the Southeastern corner of said Lot 27 and the Southerly line of said Green Acres Section One; thence South 76°58'57" East, along said Southerly line, 572.13 feet to the Southeast corner of said Green Acres Section One; thence South 00°49'34" East, 248.74 feet; thence South 56°40'08" West, 935.27 feet; thence North 37°57'36" West, 96.79 feet; thence South 88°11'20" West, 631.76 feet to the Easterly line of Green Acres Estates Unit One, as recorded in Map Book 10, Page 42 of said Public Records; thence North 05°17'16" West, along said Easterly line, 849.56 feet; thence North 77°04'32" West, along said Easterly line 34.19 feet; thence North 12°55'20" East, along said Easterly line, 199.97 feet to the Southerly line of said Green Acres Section One; thence South 77°35'13" East, along said Southerly line 400.38 feet to the aforesaid Westerly line of Lot 25; thence North 12°22'21" East, along said Westerly line, 1,070.39 feet to the POINT OF BEGINNING.

EXHIBIT: SHEET:
REVISED: JUNE 21, 2006
REVISED: JUNE 20, 2006
APRIL 1, 2005
1"=200'

RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD. SUITE 100
JACKSONVILLE, FLORIDA 32225
(904) 721-5758 (FAX)
(904) 721-1226 (TEL)

PHASE ONE - SOUTH END
(SHEET 1 OF 2)

P H A S E F O U R

OLD TOWN VILLAGES, A CONDOMINIUM ST. AUGUSTINE, FLORIDA

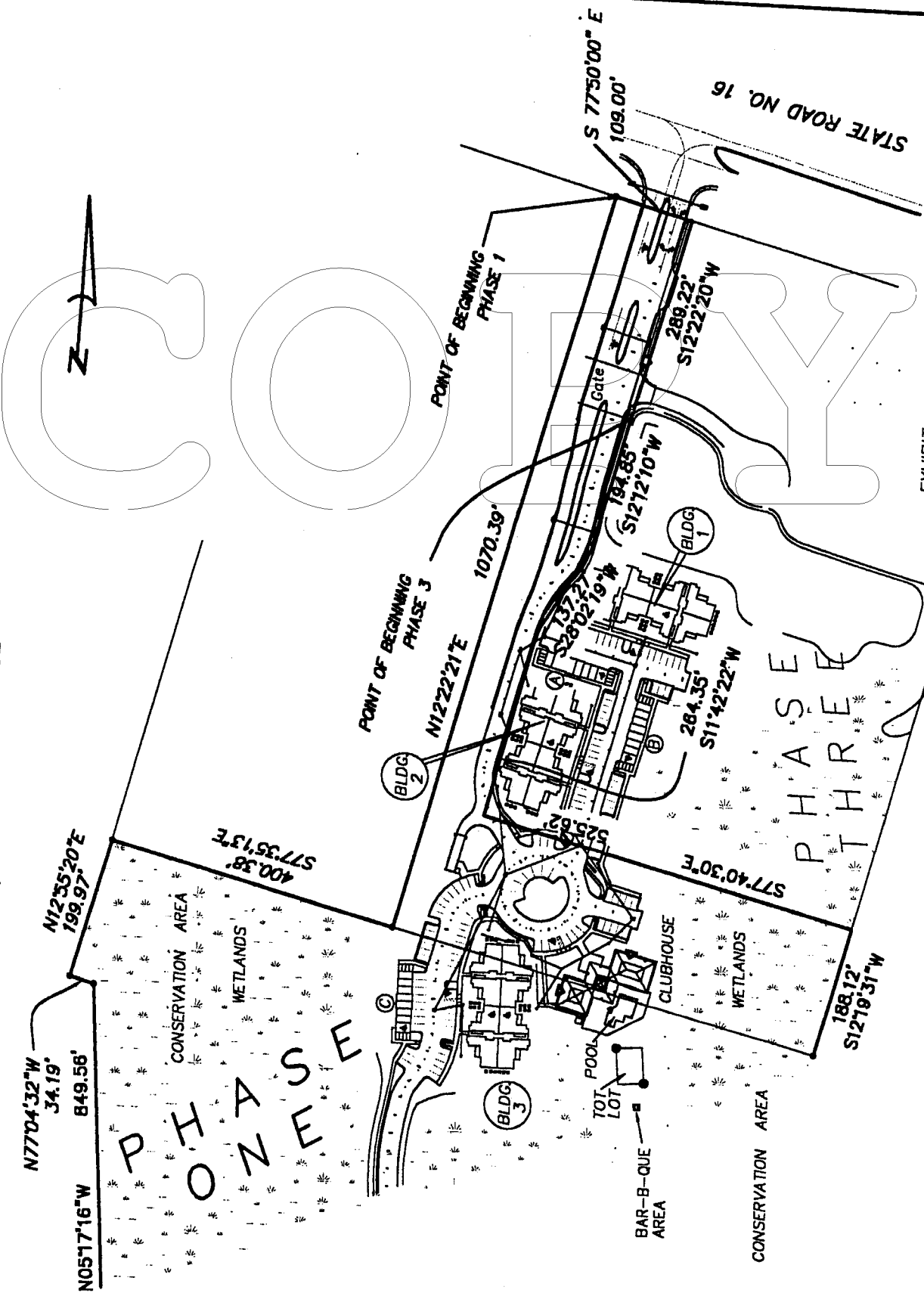


EXHIBIT: SHEET:
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REVISED: JUNE 20, 2006
APRIL 1, 2005
1"=200'

PHASE ONE - NORTH END
(SHEET 2 OF 2)

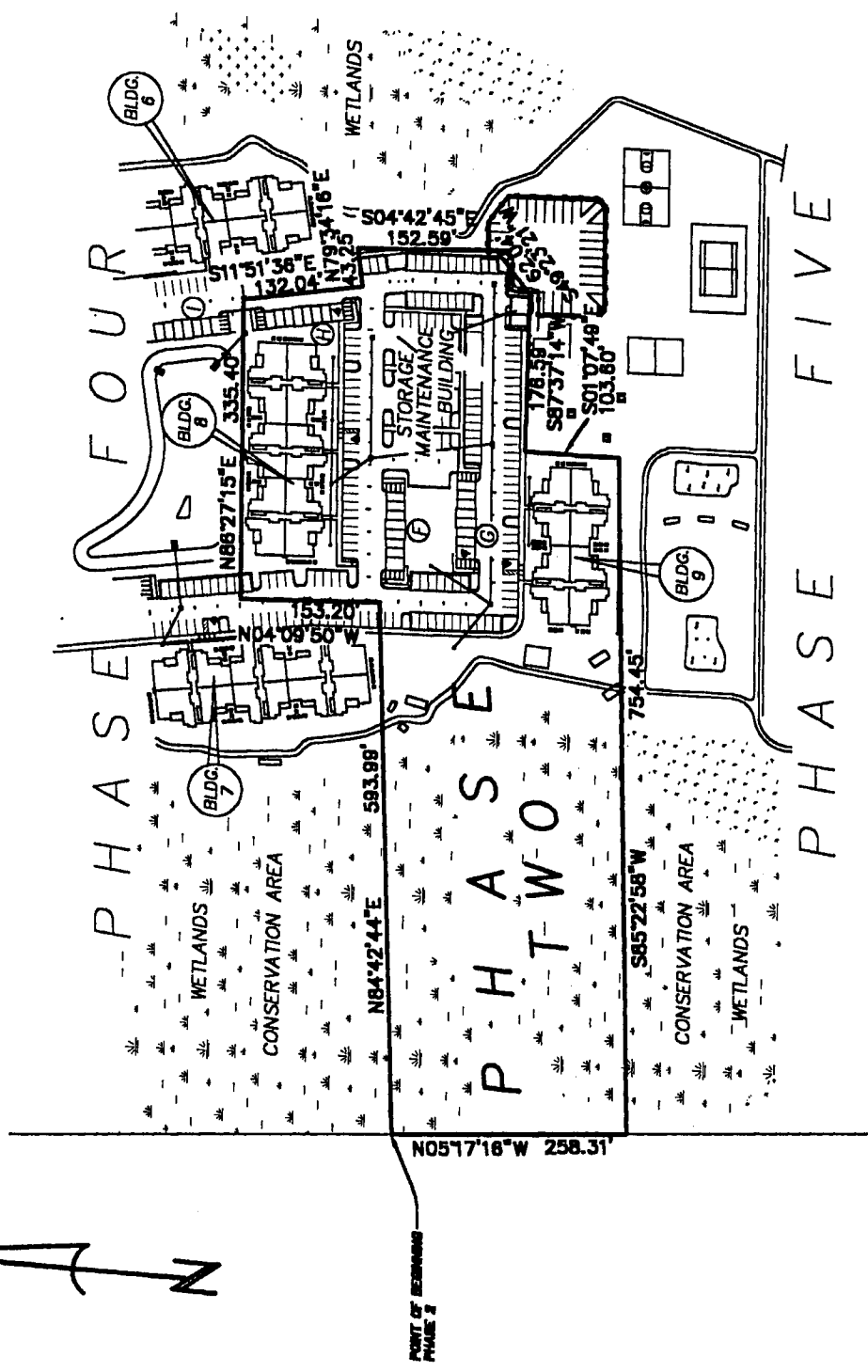
**OLD TOWN VILLAGES
APARTMENT PARCEL**

PHASE ONE:

A portion of Lots 25, 26 and 27, as shown on the plot of Green Acres Section One, as recorded in Map Book 6, Page 5 of the Public Records of St. Johns County, Florida, together with a portion of Section 8, Township 7 South, Range 29 East, of said County, and being more particularly described as follows: BEGIN at the intersection of the Westerly line of said Lot 25, with the Southerly right of way line of State Road No. 16 (as now established); thence South 77°50'00" East, along said Southerly right of way line, 109.00 feet; thence South 12°22'21" West, 289.22 feet; thence South 12°12'10" West, 194.85 feet; thence South 28°02'19" West, 137.27 feet; thence South 11°42'22" West, 264.35 feet; thence South 77°40'30" East, 525.62 feet to the Easterly line of said Lot 27; thence South 12°19'31" West, along said Easterly line, 188.12 feet to the Southeast corner of said Lot 27 and the Southerly line of said Green Acres Section One; thence South 76°58'57" East, along said Southerly line, 572.13 feet to the Southeast corner of said Green Acres Section One; thence South 00°49'34" East, 248.74 feet; thence South 56°40'08" West, 935.27 feet; thence North 37°57'36" West, 96.79 feet; thence South 88°11'20" West, 631.76 feet to the Easterly line of Green Acres Estates Unit One, as recorded in Map Book 10, Page 42 of said Public Records; thence North 05°17'16" West, along said Easterly line, 849.56 feet; thence North 77°04'32" West, along said Easterly line, 34.19 feet; thence North 12°55'20" East, along said Easterly line, 199.97 feet to the Southerly line of said Green Acres Section One; thence South 77°35'13" East, along said Southerly line 400.38 feet to the aforesaid Westerly line of Lot 25; thence North 12°22'21" East, along said Westerly line, 1,070.39 feet to the POINT OF BEGINNING.

RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
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(904) 721-5758 (FAX)
(904) 721-1226 (TEL)

OLD TOWN VILLAGES, A CONDOMINIUM ST. AUGUSTINE, FLORIDA



OLD TOWN VILLAGES
APARTMENT PARCEL

PHASE TWO:

A portion of Section 8, Township 7 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the intersection of the Westerly line of Lot 25, as shown on the plat of Green Acres Section One, as recorded in Map Book 6, Page 5 of the Public Records of said County; thence South 12°22'21" West, along the Westerly line of said Lot 25, a distance of 1070.39 feet to the Southwesterly corner thereof and the Southerly line of said Green Acres Section One; thence North 77°35'13" West, along said Southerly line, 400.38 feet to the Easterly line of Green Acres Estates Unit One, as recorded in Map Book 10, Page 42 of said Public Records; thence South 12°55'20" West, along said Easterly line, 199.97 feet; thence South 77°04'32" East, along said Easterly line, 34.19 feet; thence South 05°17'16" West, along said Easterly line, 1249.03 feet for a POINT OF BEGINNING; thence North 84°42'44" East, 593.99 feet; thence North 04°09'50" West, 153.20 feet; thence North 86°27'15" East, 335.40 feet; thence South 11°51'36" East, 132.04 feet; thence North 79°34'16" East, 90.77 feet; thence South 04°42'45" East, 152.59 feet; thence South 49°23'21" West, 43.25 feet; thence South 87°37'14" West, 176.59 feet; thence South 01°07'49" East, 103.60 feet; thence South 85°22'58" West, 754.45 feet to said Easterly line of Green Acres Estates Unit One; thence North 05°17'16" West, along said Easterly line, 258.31 feet to the POINT OF BEGINNING.

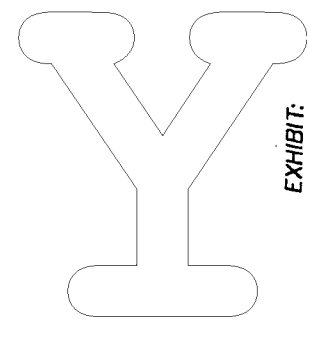


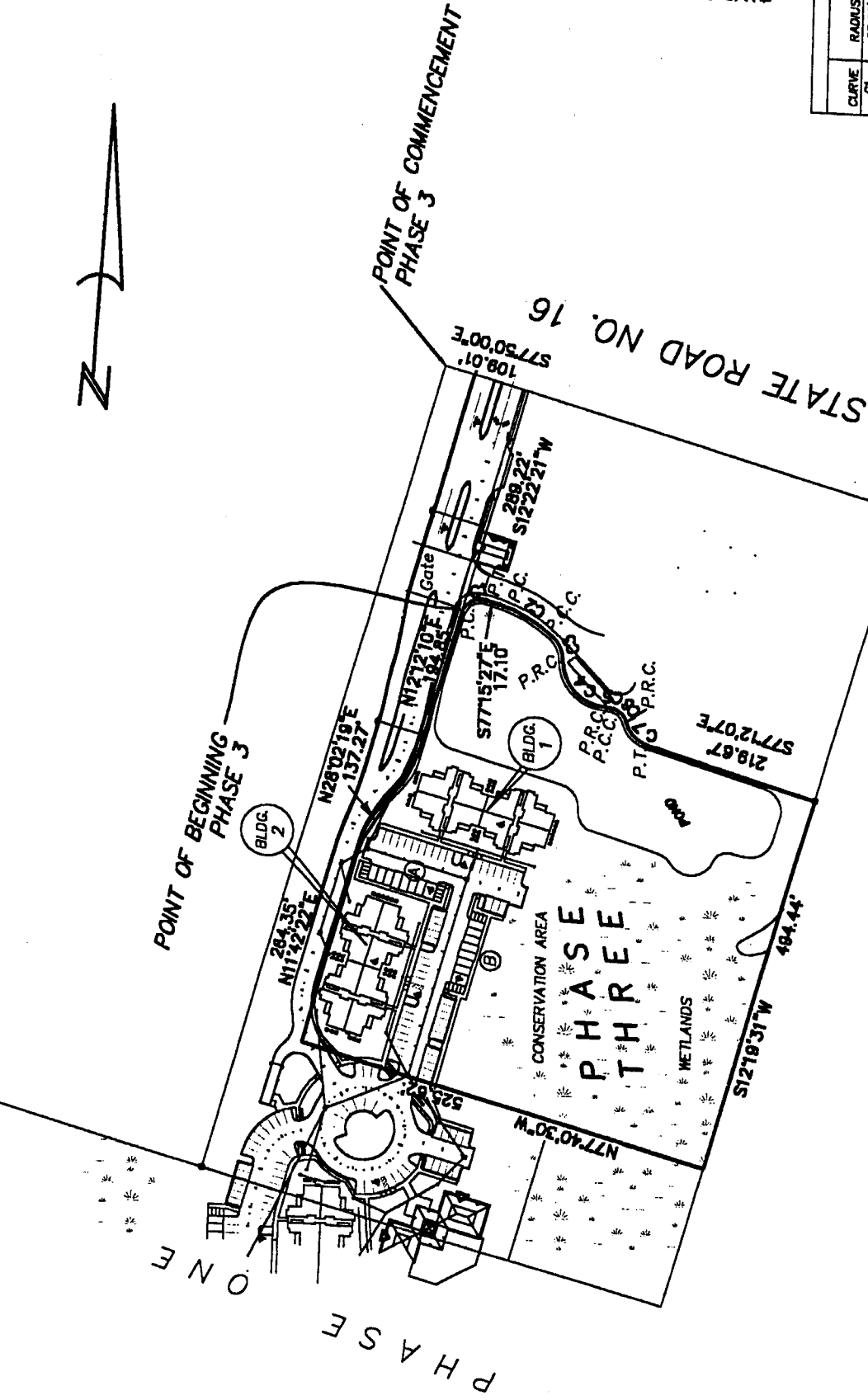
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PHASE TWO

OLD TOWN VILLAGES, A CONDOMINIUM ST. AUGUSTINE, FLORIDA



PHASE THREE:

A portion of Lots 25, 26 and 27, as shown on the plat of Green Acres Section One, as recorded in Map Book 6, Page 5 of the Public Records of St. Johns County, Florida, and being more particularly described as follows: COMMENCE at the intersection of the Westerly line of said Lot 25, with the Southerly right of way line of State Road No. 16 (as now established); thence South 77°50'00" East, along said Southerly right of way line, 109.00 feet to a POINT OF BEGINNING; thence South 12°22'21" West, 289.22 feet to the point of curvature of a non-tangent curve to the right, being concave Southeast, and having a radius of 25.00 feet; thence Northeast along and around the arc of said curve a chord bearing and distance of North 62°33'12" East, 32.27 feet to the point of tangency of said curve; thence South 77°15'27" East, 17.10 feet to the point of curvature of a curve to the right; thence along and around the arc of said curve being concave Southwest and having a radius of 169.50 feet to a chord bearing and distance of South 64°09'45" East, 78.81 feet to a point of compound curve to the right being concave Southwest, and having a radius of 43.50 feet; thence along and around the arc of said curve, a chord bearing and distance of East, 35.16 feet to a point of reverse curve to the left, being concave Northeast and having a radius of 58.50 feet; thence South 27°13'48" Northeast and around the arc of said curve, a chord bearing and distance of South 46°46'13" East, 77.61 feet to a point of reverse curve to the right being concave South and having a radius of 43.50 feet; thence Easterly along and around the arc of said curve, a chord bearing and distance of South 82°55'22" East, 10.94 feet to a point of compound curve to the right being concave Southwest and having a radius of 25.00 feet; thence along and around the arc of said curve, a chord bearing and distance of South 46°31'04" East, 24.38 feet to a point of reverse curve to the left being concave Northeast and having a radius of 39.77 feet; thence Southeast along and around the arc of said curve, a chord bearing and distance of South 47°18'04" East, 39.73 feet to the point of tangency of said curve; thence South 77°20'06" East, 219.67 feet to the Easterly line of said Lot 27; thence South 12°19'28" West along said Easterly line 494.44 feet; thence North 77°40'30" West, 525.62 feet; thence North 11°42'22" East, 264.35 feet; thence North 28°02'19" East, 137.27 feet; thence North 12°12'10" East, 194.85 feet to the POINT OF BEGINNING.

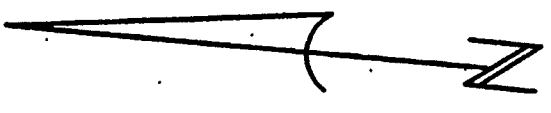
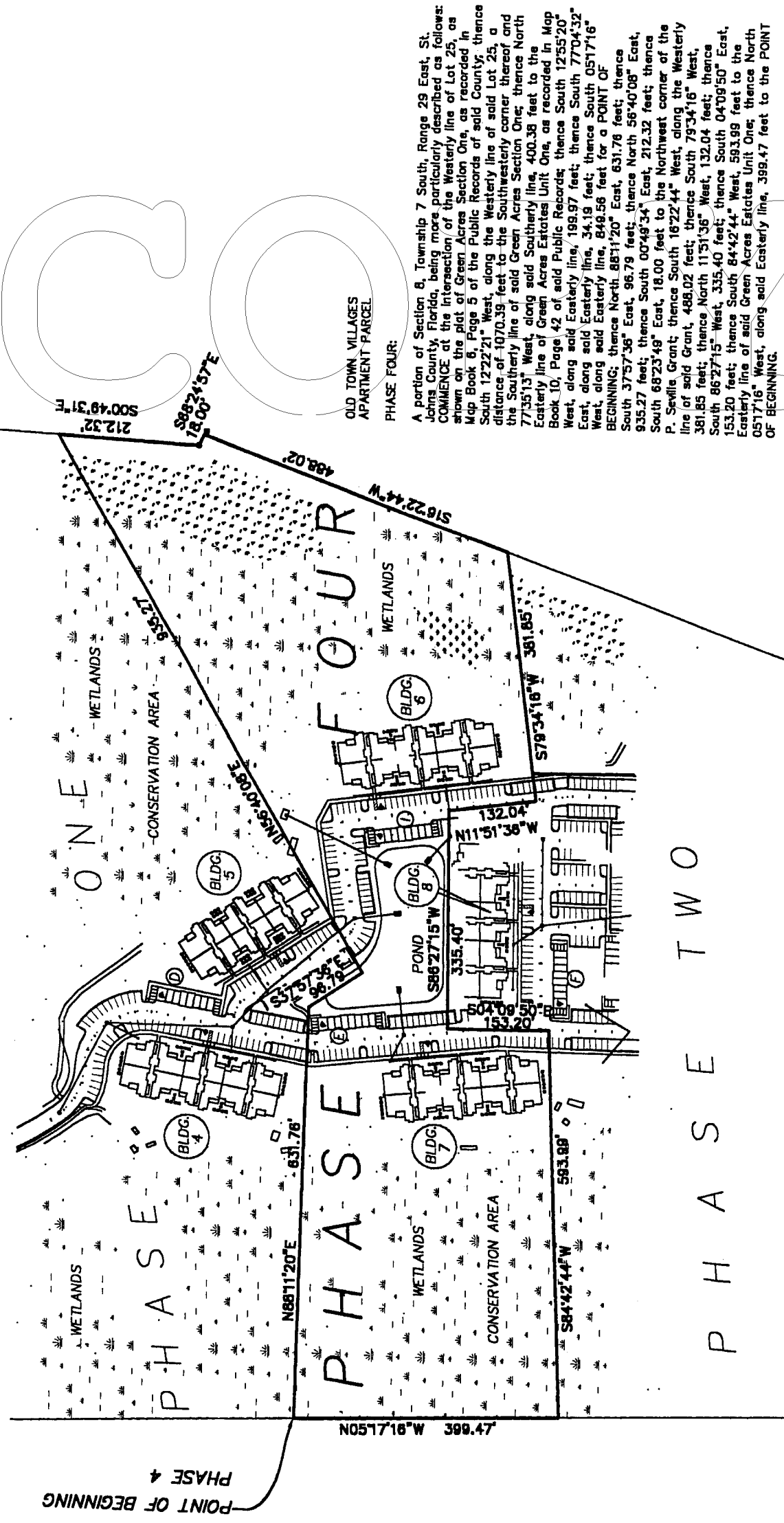
TABULATED CURVE DATA						
CURVE	RADIUS	LENGTH	TANGENT	CHORD DISTANCE	CHORD BEARING	DELTA
C1	25.00'	35.07'	21.12'	32.27'	S62°33'12"W	60°22'29"
C2	169.50'	77.48'	39.43'	78.81'	S64°09'45"E	26°11'24"
C3	43.50'	36.20'	18.22'	35.16'	S27°13'48"E	47°40'30"
C4	58.50'	65.55'	53.39'	77.61'	S46°46'13"E	68°45'19"
C5	43.50'	10.97'	5.51'	10.94'	S82°55'22"E	14°27'00"
C6	25.00'	25.48'	13.96'	24.38'	S46°31'04"E	59°21'36"
C7	39.77'	41.59'	22.92'	39.73'	S47°18'04"E	59°55'09"

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 PROFESSIONAL LAND SURVEYORS
 6701 BEACH BLVD. SUITE 100
 JACKSONVILLE, FLORIDA 32225
 (904) 721-5758 (FAX)
 (904) 721-1226 (TEL)

EXHIBIT: SHEET:
 REVISED: JUNE 21, 2006
 REVISED: JUNE 20, 2006
 APRIL 1, 2005
 1"=200'

SITE PLAN—PHASE THREE

OLD TOWN VILLAGES, A CONDOMINIUM ST. AUGUSTINE, FLORIDA



POINT OF BEGINNING
PHASE 4

OLD TOWN VILLAGES
APARTMENT PARCEL

PHASE FOUR:

A portion of Section 8, Township 7 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the intersection of the Westerly line of Lot 25, as shown on the plat of Green Acres Section One, as recorded in Map Book 8, Page 5 of the Public Records of said County; thence South $12'22'21''$ West, along the Westerly line of said Lot 25, a distance of 1070.39 feet to the Southwesterly corner thereof and the Southerly line of said Green Acres Section One; thence North $77'35'13''$ West, along said Southerly line, 400.38 feet to the Easterly line of Green Acres Estates Unit One, as recorded in Map Book 10, Page 42 of said Public Records; thence South $12'55'20''$ West, along said Easterly line, 34.19 feet; thence South $77'04'32''$ West, along said Easterly line, 848.56 feet for a POINT OF BEGINNING; thence North $88'11'20''$ East, 631.78 feet; thence South $37'57'36''$ East, 96.79 feet; thence North $56'40'08''$ East, 935.27 feet; thence South $00'49'34''$ East, 212.32 feet; thence South $68'23'49''$ East, 18.00 feet to the Northwest corner of the P. Seville Grant; thence South $16'22'44''$ West, along the Westerly line of said Grant, 488.02 feet; thence South $79'34'16''$ West, 381.85 feet; thence North $11'51'36''$ West, 132.04 feet; thence South $86'27'15''$ West, 335.40 feet; thence South $04'09'50''$ East, 153.20 feet; thence South $84'42'44''$ West, 593.89 feet to the Easterly line of said Green Acres Estates Unit One; thence North $05'17'16''$ West, along said Easterly line, 399.47 feet to the POINT OF BEGINNING.

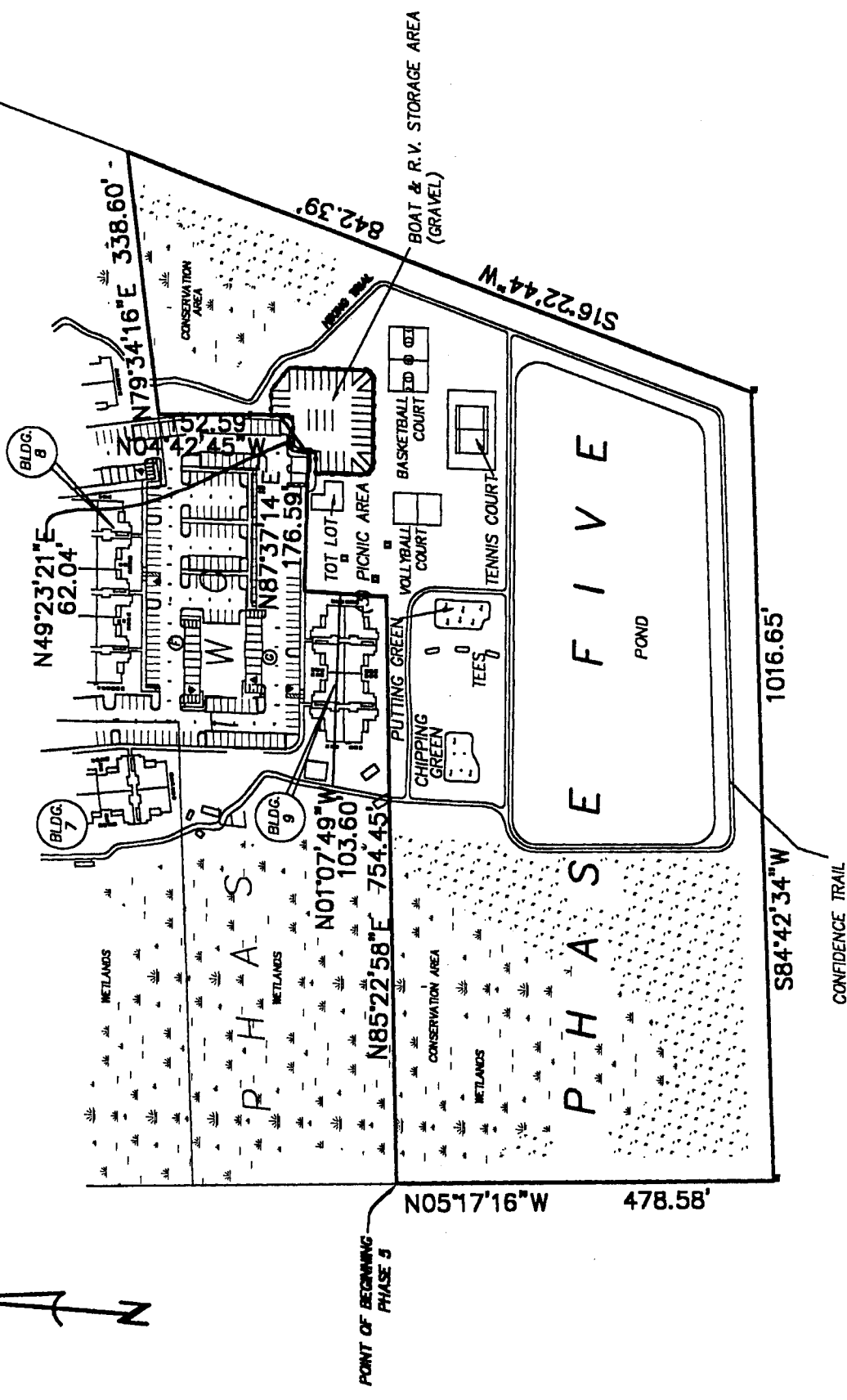
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6701 BEACH BLVD. SUITE 100
JACKSONVILLE, FLORIDA 32225
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PHASE FOUR

P H A S E T W O

EXHIBIT: SHEET:
REVISED: JUNE 21, 2006
REVISED: JUNE 20, 2006
APRIL 1, 2005
1"=200'

OLD TOWN VILLAGES, A CONDOMINIUM ST. AUGUSTINE, FLORIDA



OLD TOWN VILLAGES
APARTMENT PARCEL

PHASE FIVE:

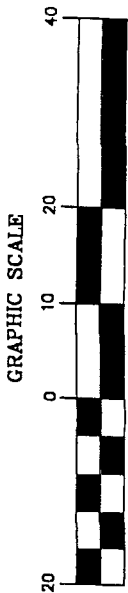
A portion of Section 8, Township 7 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the intersection of the Westerly line of Lot 25, as shown on the plat of Green Acres Section One, as recorded in Map Book 6, Page 5 of the Public Records of said County; thence South 12°22'21" West, along the Westerly line of said Lot 25, a distance of 1070.39 feet to the Southwesterly corner thereof and the Southerly line of said Green Acres Section One; thence North 77°35'13" West, along said Southerly line, 400.38 feet to the Easterly line of Green Acres Estates Unit One, as recorded in Map Book 10, Page 42 of said Public Records; thence South 12°55'20" West, along said Easterly line, 199.97 feet; thence South 77°04'32" East, along said Easterly line, 34.19 feet; thence South 05°17'16" West, along said Easterly line, 1507.35 feet to a POINT OF BEGINNING; thence North 85°22'58" East, 754.45 feet; thence North 01°07'49" West, 103.60 feet; thence North 87°37'14" East, 176.59 feet; thence North 04°42'45" West, 152.58 feet; thence North 79°34'16" East, 338.60 feet to the Westerly line of the P. Sevilla Grant; thence South 16°22'44" West, along the Westerly line of said Grant, 842.39 feet; thence South 84°42'34" West, 1016.65 feet to the Easterly line of said Green Acres Estates Unit One; thence North 05°17'16" West, along said Easterly line, 478.58 feet to the POINT OF BEGINNING.

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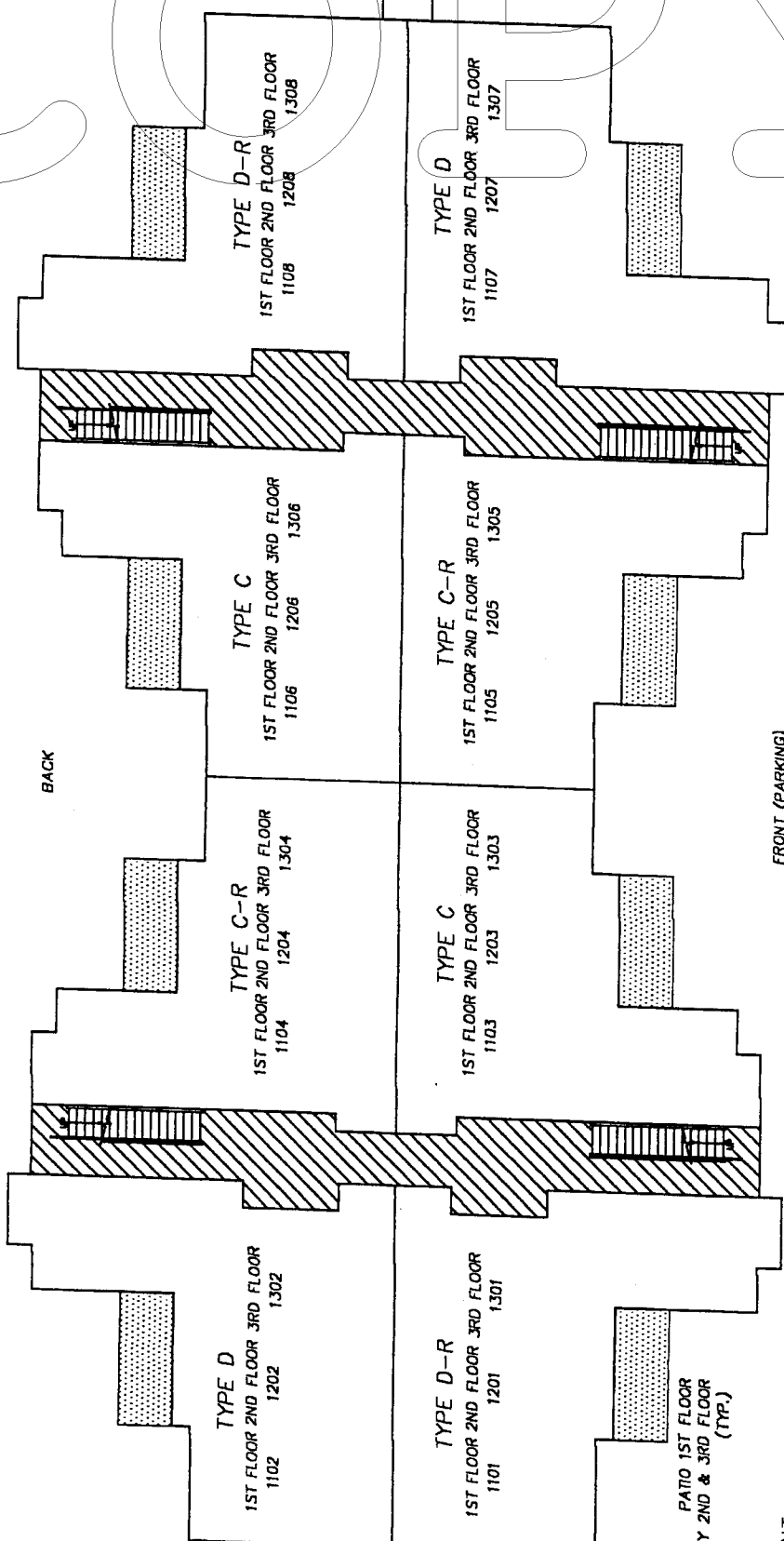
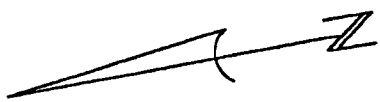
SITE PLAN—PHASE FIVE

EXHIBIT: SHEET:
REVISED: JUNE 21, 2006
REVISED: JUNE 20, 2006
APRIL 1, 2005
1"=200'

OLD TOWN VILLAGES, A CONDOMINIUM ST. AUGUSTINE, FLORIDA



(IN FEET)
1 inch = 20 ft.



- LIMITED COMMON ELEMENT
- COMMON ELEMENT

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BUILDING TYPE B FLOOR PLAN—PHASE THREE

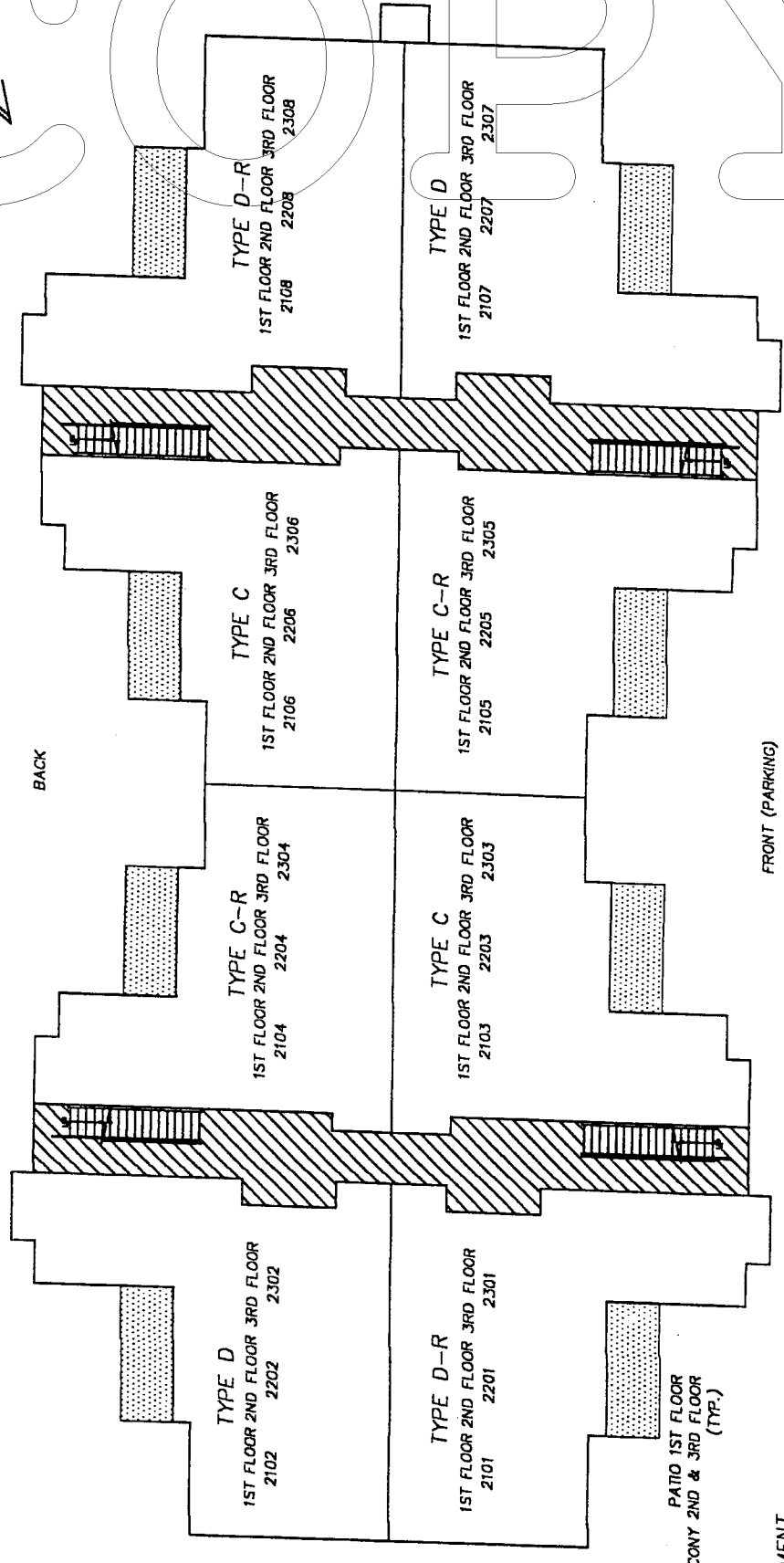
A THREE STORY BUILDING
 BUILDING 1 (120 OLD TOWN PARKWAY)

EXHIBIT:
 MARCH 23, 2005
 SHEET:

OLD TOWN VILLAGES, A CONDOMINIUM ST. AUGUSTINE, FLORIDA





(IN FEET)
1 inch = 20 ft.



BACK

FRONT (PARKING)

-  LIMITED COMMON ELEMENT
-  COMMON ELEMENT

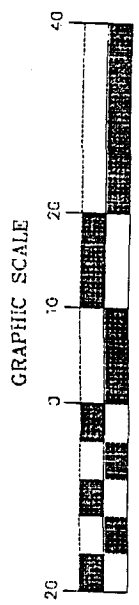
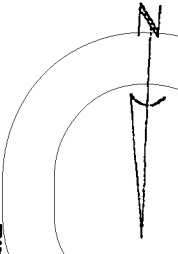
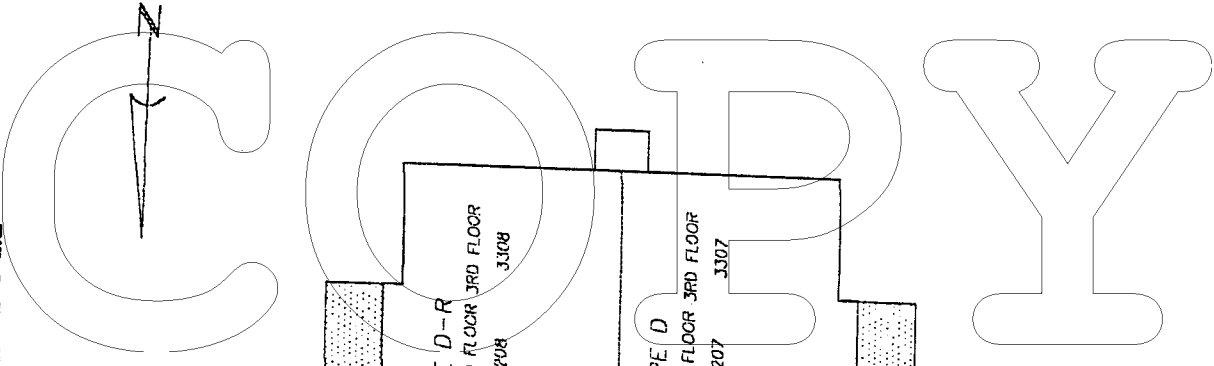
PATIO 1ST FLOOR
BALCONY 2ND & 3RD FLOOR
(TYP.)

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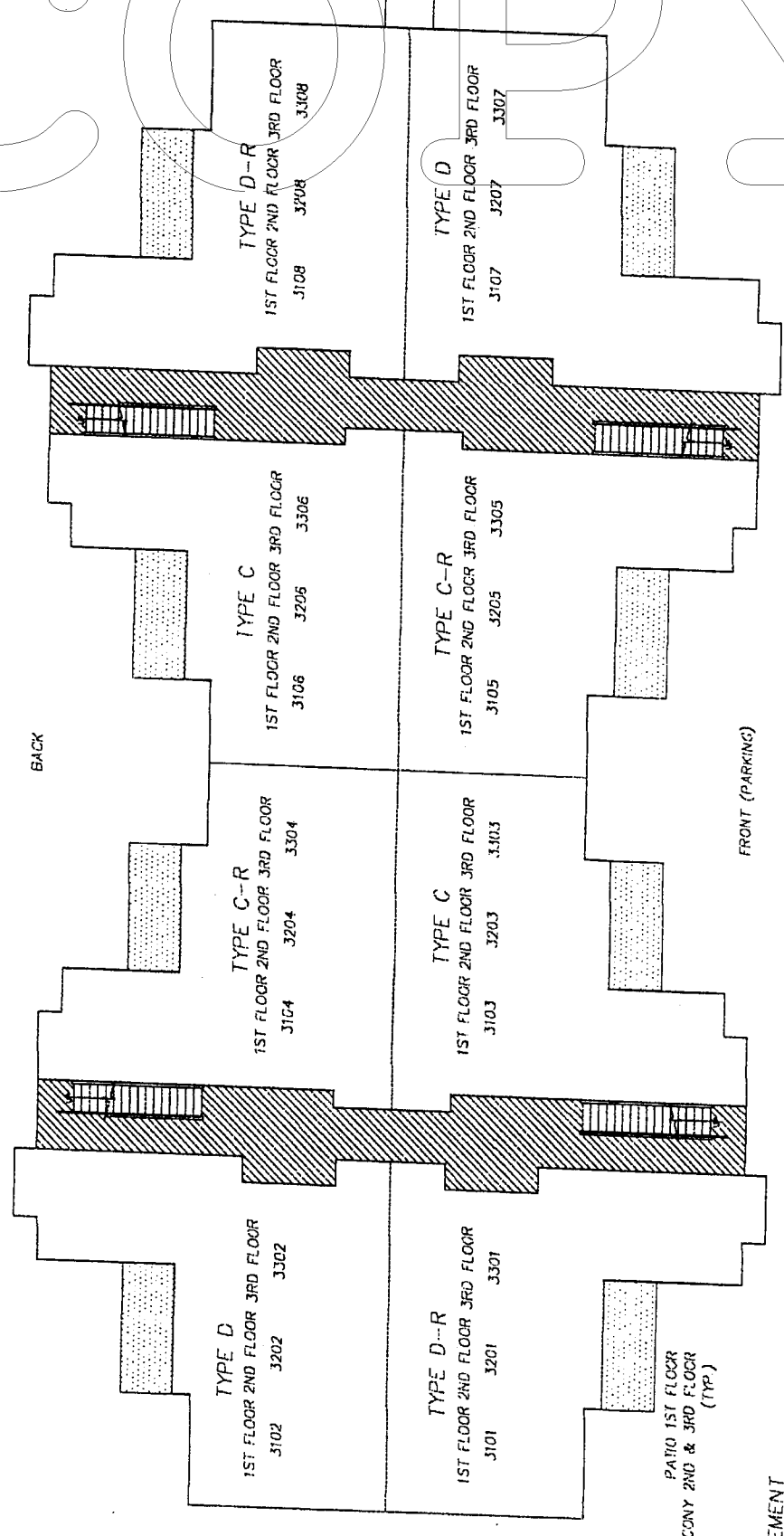
BUILDING TYPE B FLOOR PLAN—PHASE THREE
A THREE STORY BUILDING
BUILDING 2 (130 OLD TOWN PARKWAY)



EXHIBIT:
MARCH 23, 2005
SHEET:

OLD TOWN VILLAGES, A CONDOMINIUM ST. AUGUSTINE, FLORIDA



(IN FEET)
1 inch = 20 ft.



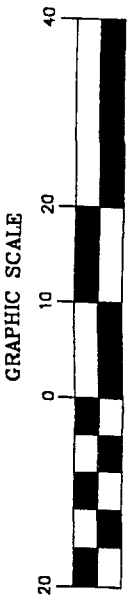
-  LIMITED COMMON ELEMENT
-  COMMON ELEMENT

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BUILDING TYPE B FLOOR PLAN - PHASE ONE
 A THREE STORY BUILDING
 BUILDING 3 (140 OLD TOWN PARKWAY)

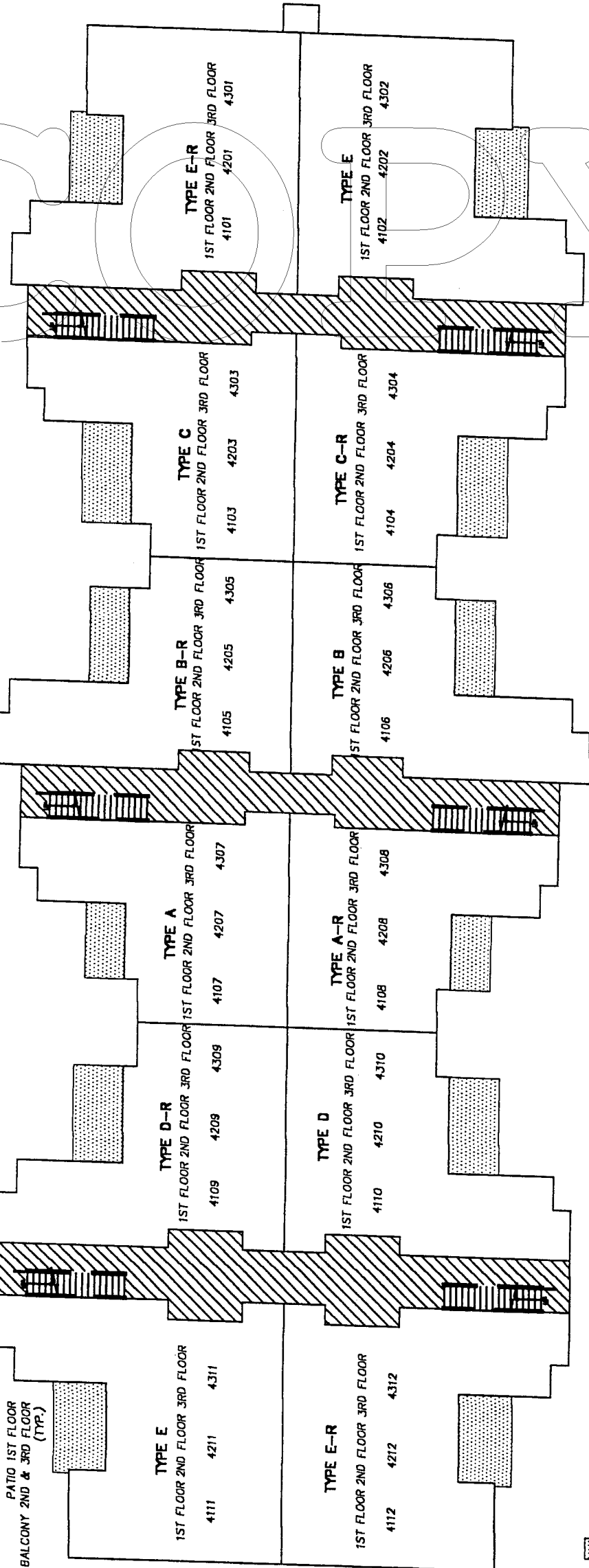
EXHIBIT:
 MARCH 23, 2005
 SHEET:

OLD TOWN VILLAGES, A CONDOMINIUM ST. AUGUSTINE, FLORIDA



(IN FEET)
1 inch = 20 ft.

FRONT (PARKING)



LIMITED COMMON ELEMENT

COMMON ELEMENT

BACK

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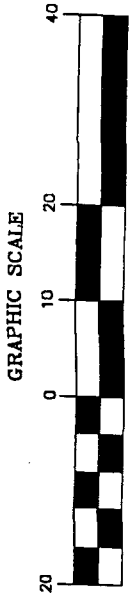
BUILDING TYPE A REVERSE FLOOR PLAN - PHASE ONE

A THREE STORY BUILDING

BUILDING 4 (225 OLD VILLAGE CENTER CIRCLE)

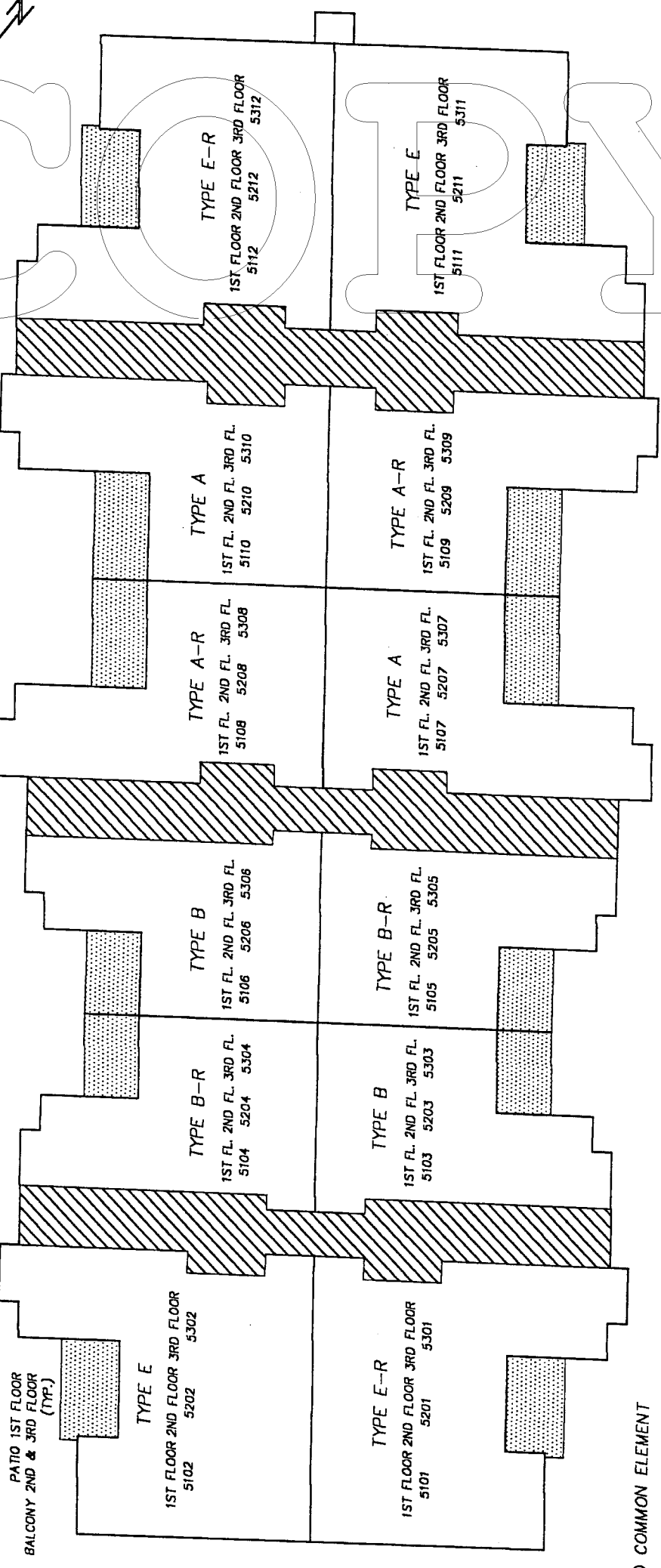
EXHIBIT: MARCH 23, 2005
SHEET:

OLD TOWN VILLAGES, A CONDOMINIUM ST. AUGUSTINE, FLORIDA



(IN FEET)
1 inch = 20 ft.

BACK



FRONT (PARKING)

- LIMITED COMMON ELEMENT
- COMMON ELEMENT

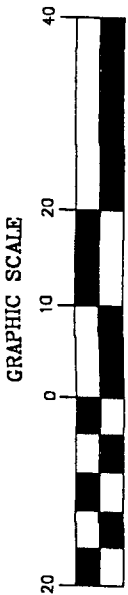
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BUILDING TYPE C FLOOR PLAN—PHASE ONE

A THREE STORY BUILDING
 BUILDING 5 (285 OLD VILLAGE CENTER CIRCLE)

EXHIBIT:
 MARCH 23, 2005
 SHEET:

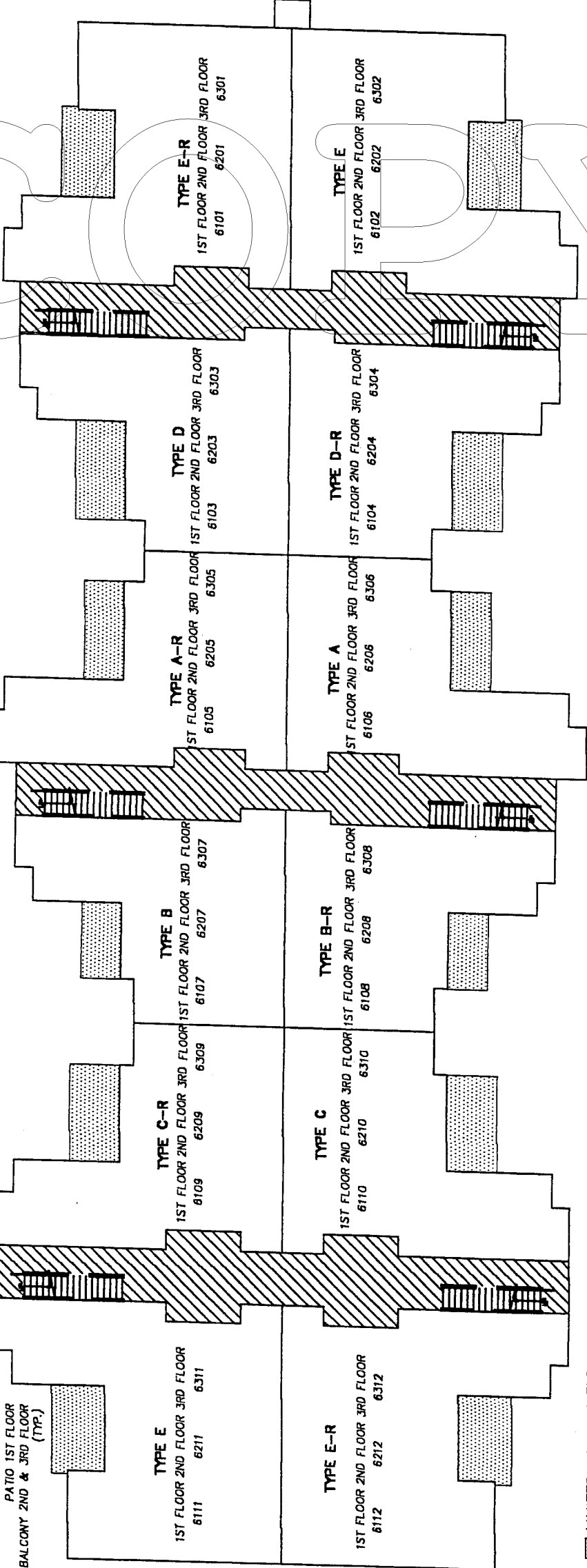
**OLD TOWN VILLAGES, A CONDOMINIUM
ST. AUGUSTINE, FLORIDA**



(IN FEET)
1 inch = 20 ft.



FRONT (PARKING)



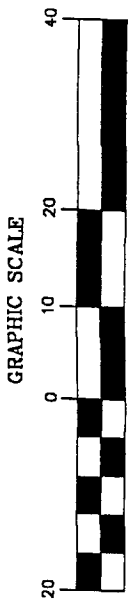
LIMITED COMMON ELEMENT
 COMMON ELEMENT

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BUILDING TYPE A REVERSE FLOOR PLAN--PHASE FOUR
A THREE STORY BUILDING
BUILDING 6 (275 OLD VILLAGE CENTER DRIVE)

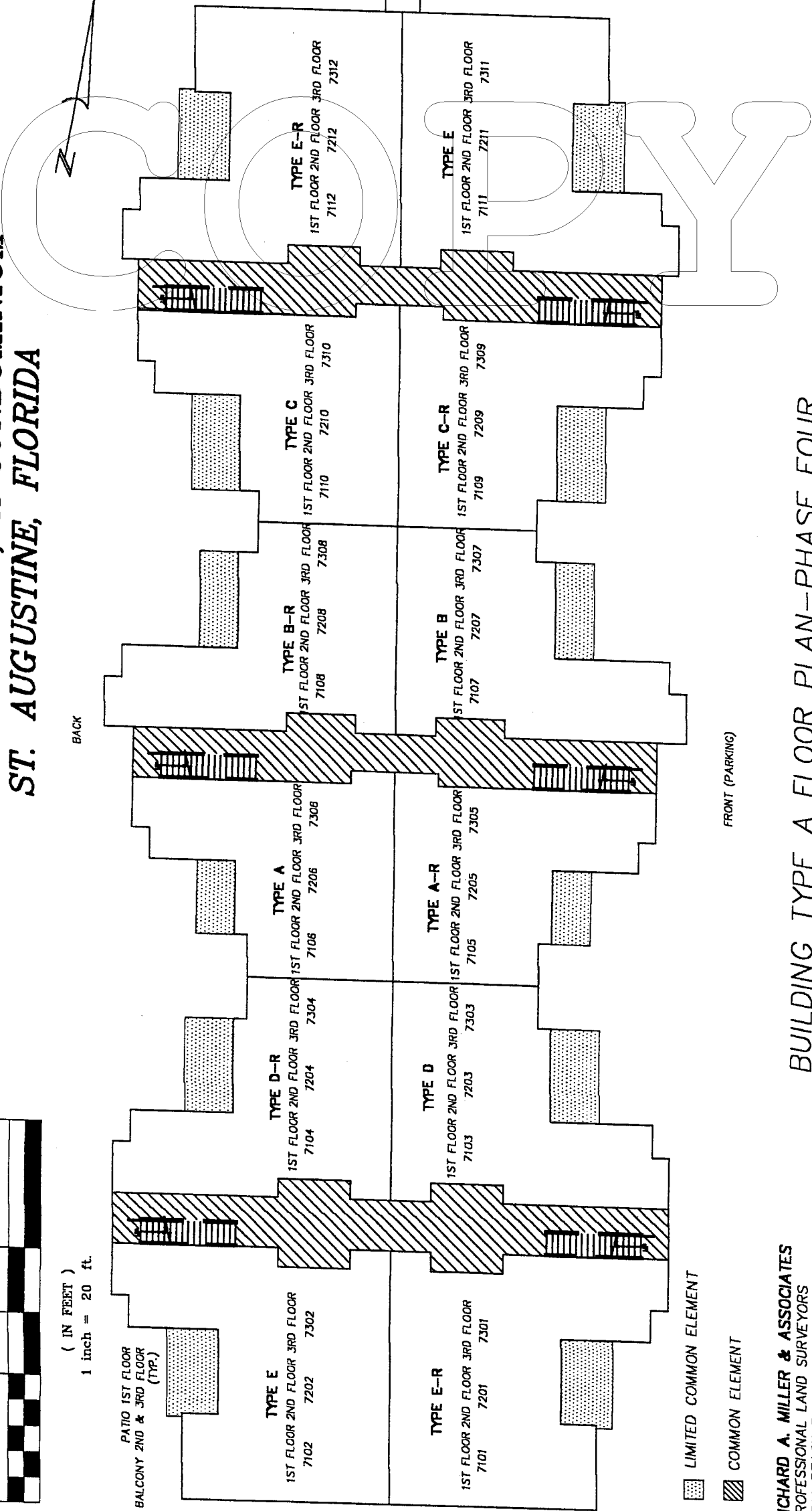
EXHIBIT:
MARCH 23, 2005
SHEET:

**OLD TOWN VILLAGES, A CONDOMINIUM
ST. AUGUSTINE, FLORIDA**



(IN FEET)
1 inch = 20 ft.

BACK



- LIMITED COMMON ELEMENT
- COMMON ELEMENT

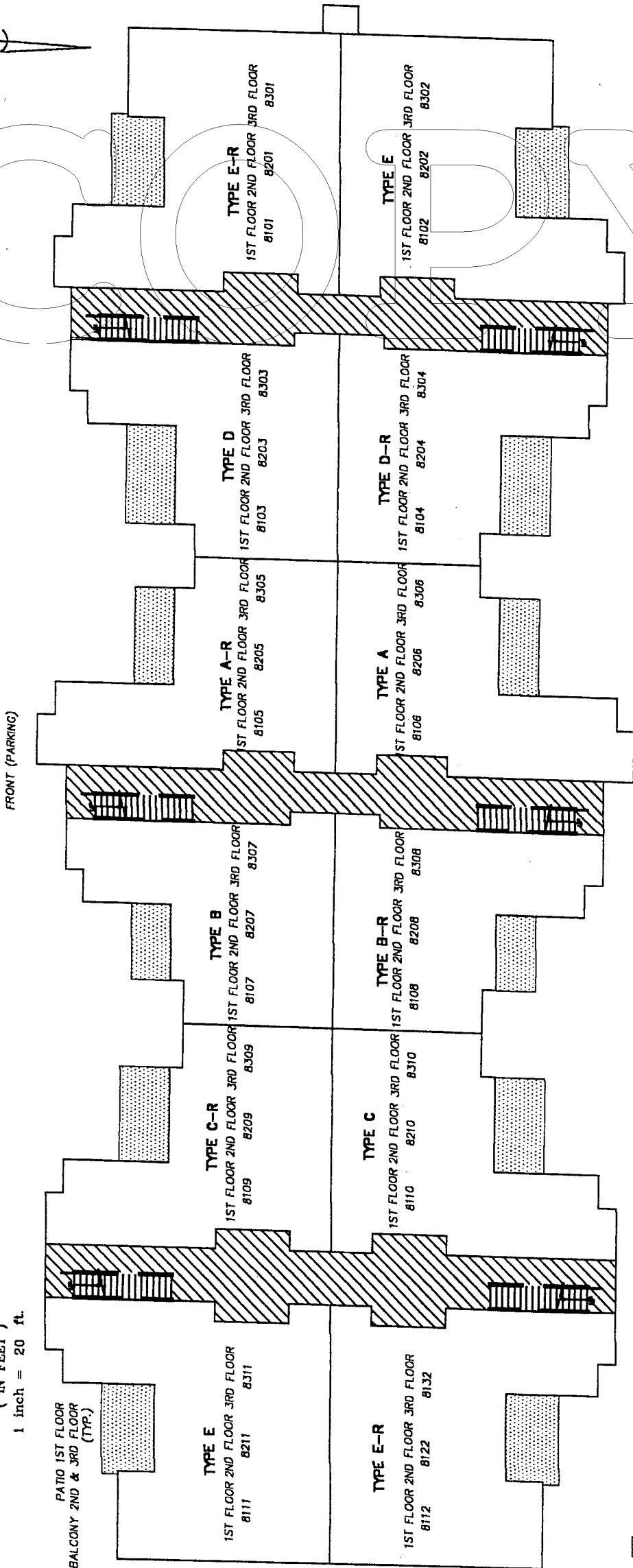
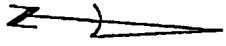
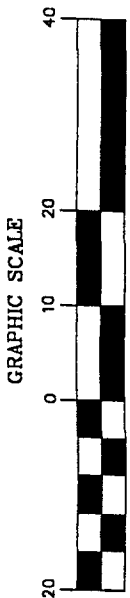
FRONT (PARKING)

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BUILDING TYPE A FLOOR PLAN—PHASE FOUR
A THREE STORY BUILDING
BUILDING 7 (245 OLD VILLAGE CENTER CIRCLE)

EXHIBIT:
MARCH 23, 2005
SHEET:

**OLD TOWN VILLAGES, A CONDOMINIUM
ST. AUGUSTINE, FLORIDA**



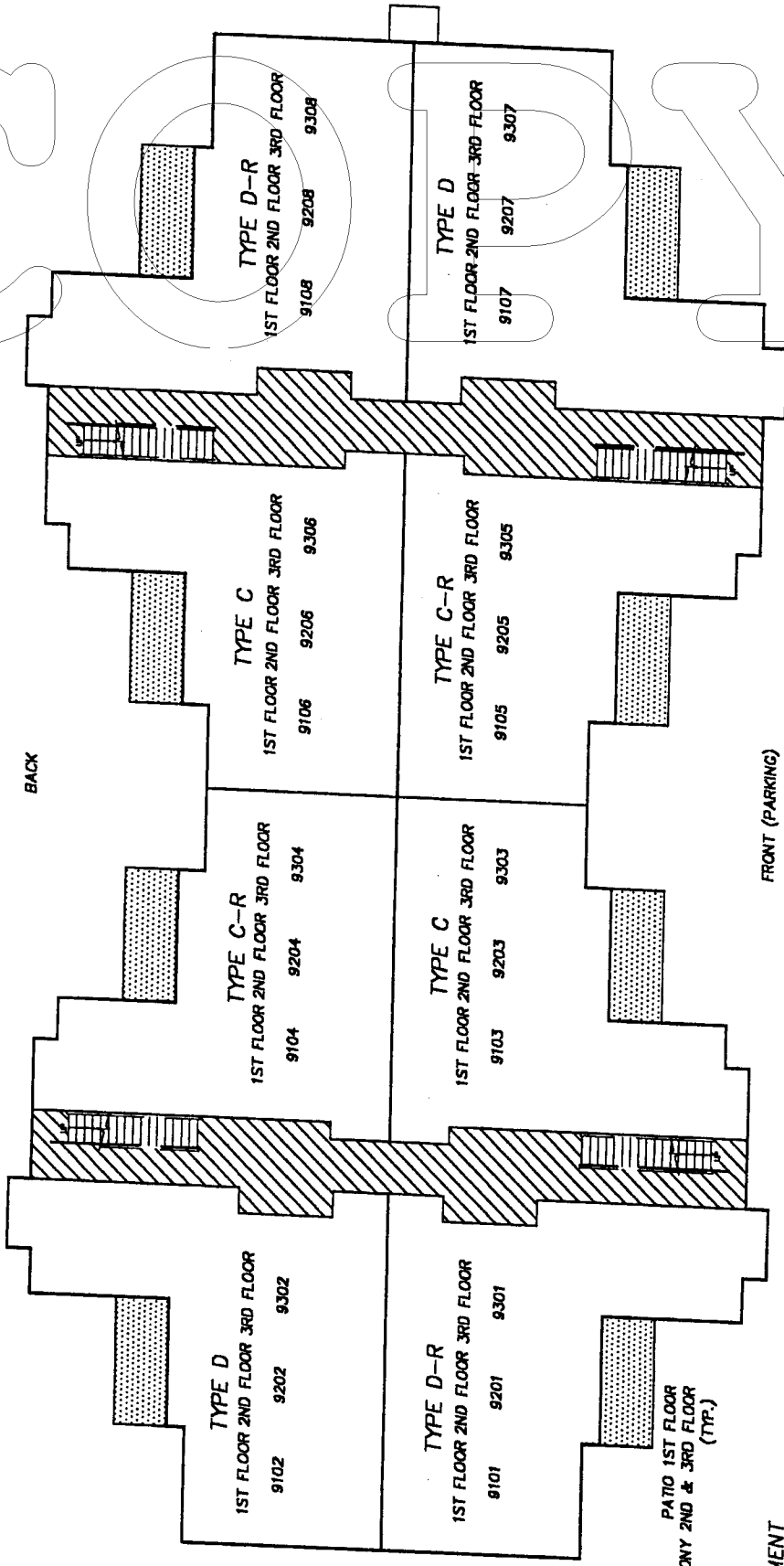
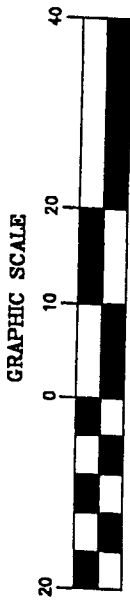
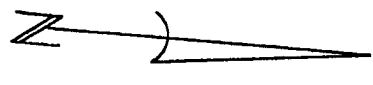
- LIMITED COMMON ELEMENT
- COMMON ELEMENT

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 JACKSONVILLE, FLORIDA 32225
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BUILDING TYPE A REVERSE FLOOR PLAN—PHASE TWO
 A THREE STORY BUILDING
 BUILDING 8 (260 OLD VILLAGE CENTER CIRCLE)

EXHIBIT:
 MARCH 23, 2005
 SHEET:

**OLD TOWN VILLAGES, A CONDOMINIUM
ST. AUGUSTINE, FLORIDA**



- LIMITED COMMON ELEMENT
- COMMON ELEMENT

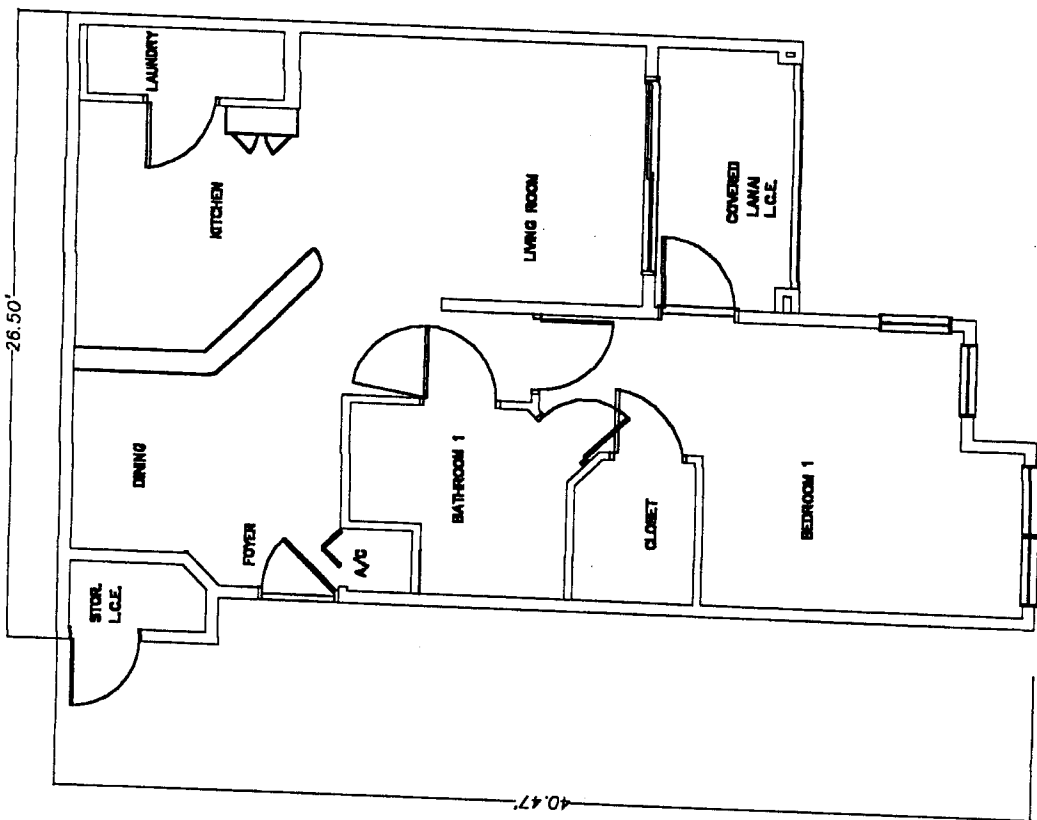
RICHARD A. MILLER & ASSOCIATES
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BUILDING TYPE B FLOOR PLAN--PHASE TWO
 A THREE STORY BUILDING
 BUILDING 9
 255 OLD VILLAGE CENTER CIRCLE

EXHIBIT: SHEET:
 REVISED: JUNE 20, 2006
 MARCH 23, 2005

**OLD TOWN VILLAGES, A CONDOMINIUM
ST. AUGUSTINE, FLORIDA**

COPY



L.C.E. DENOTES LIMITED COMMON ELEMENT

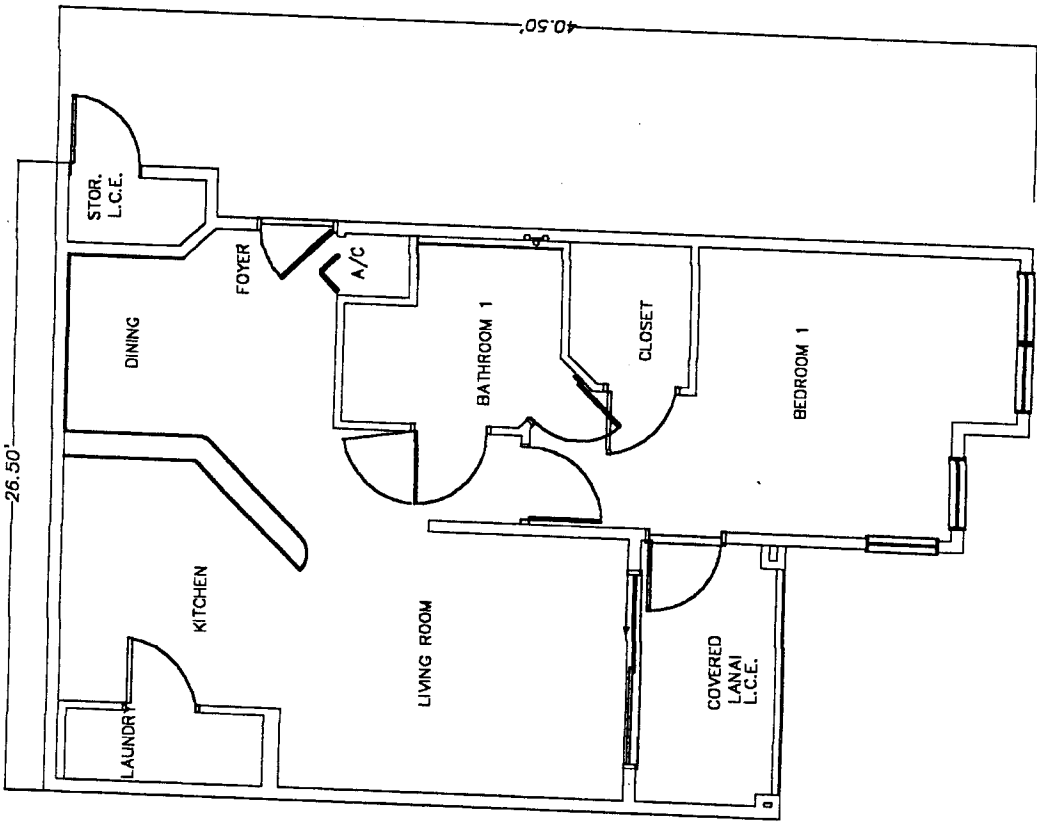
RICHARD A. MILLER & ASSOCIATES
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JACKSONVILLE, FLORIDA 32225
(904) 721-5758 (FAX)
(904) 721-1226 (TEL)

TYPE A FLOOR PLAN
BUILDINGS 4, 5, 6, 7, 8

EXHIBIT: SHEET:
APRIL 1, 2005
1"=8'

**OLD TOWN VILLAGES, A CONDOMINIUM
ST. AUGUSTINE, FLORIDA**

COPY



L.C.E. DENOTES LIMITED COMMON AREA

RICHARD A. MILLER & ASSOCIATES
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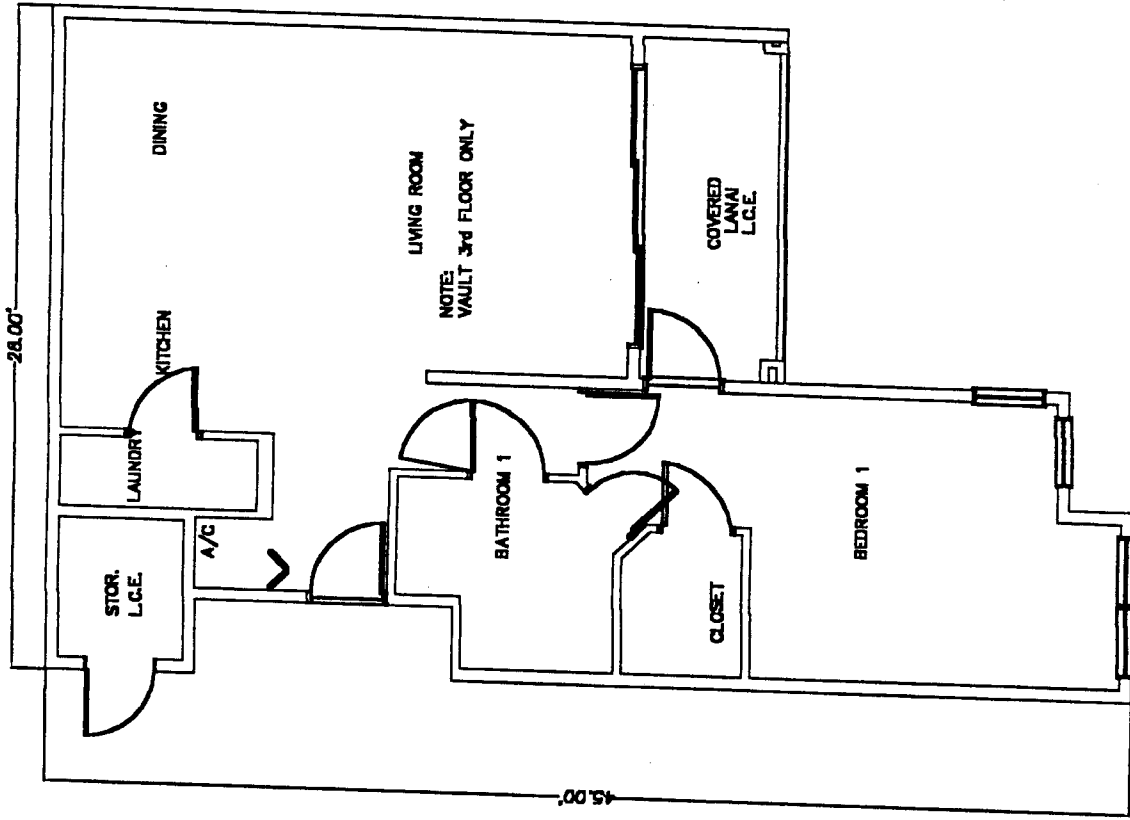
TYPE A-REVERSE FLOOR PLAN

BUILDINGS 4, 5, 6, 7, 8

EXHIBIT:
APRIL 1, 2005
1"=8'

SHEET:

**OLD TOWN VILLAGES, A CONDOMINIUM
ST. AUGUSTINE, FLORIDA**



COPY

L.C.E. DENOTES LIMITED COMMON ELEMENT

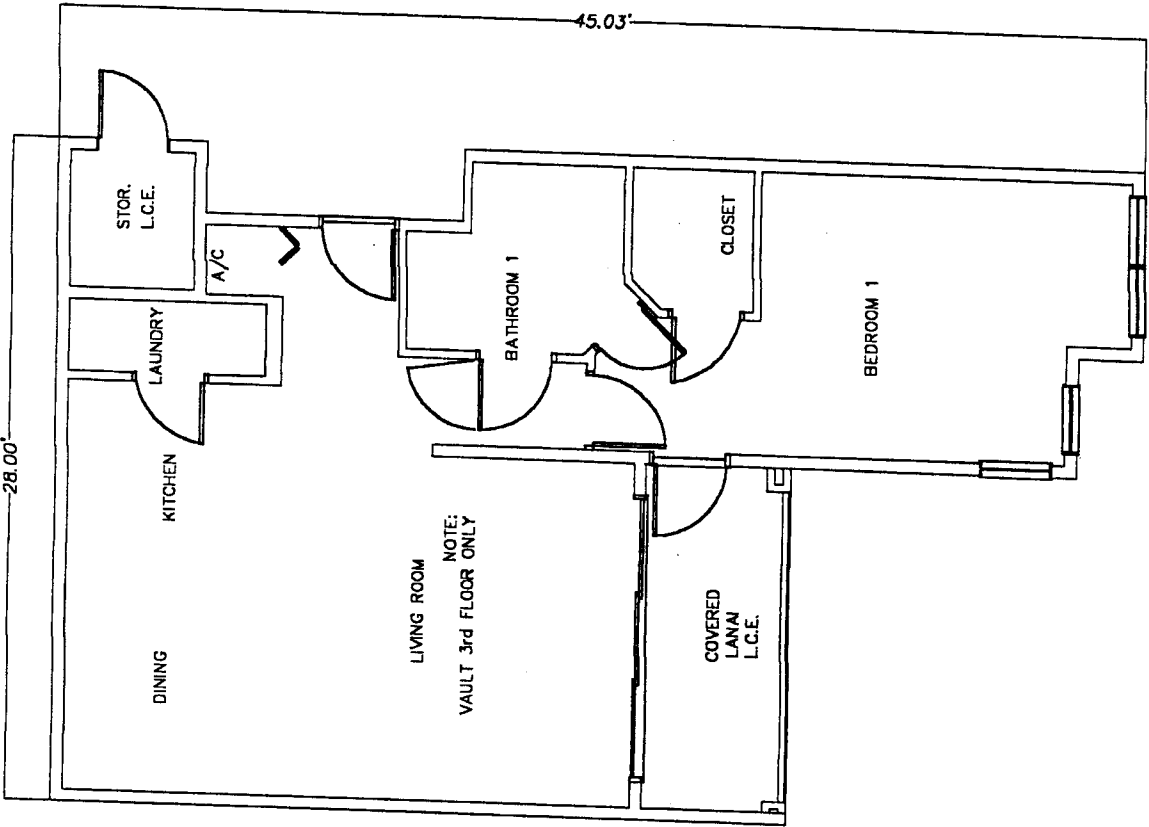
**TYPE B FLOOR PLAN
BUILDINGS 4, 5, 6, 7, 8**

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6701 BEACH BLVD. SUITE 100
JACKSONVILLE, FLORIDA 32225
(904) 721-5758 (FAX)
(904) 721-1226 (TEL)**

EXHIBIT:
APRIL 1, 2005
1"=8'

SHEET:

**OLD TOWN VILLAGES, A CONDOMINIUM
ST. AUGUSTINE, FLORIDA**



COPY

L.C.E. DENOTES LIMITED COMMON ELEMENT

RICHARD A. MILLER & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
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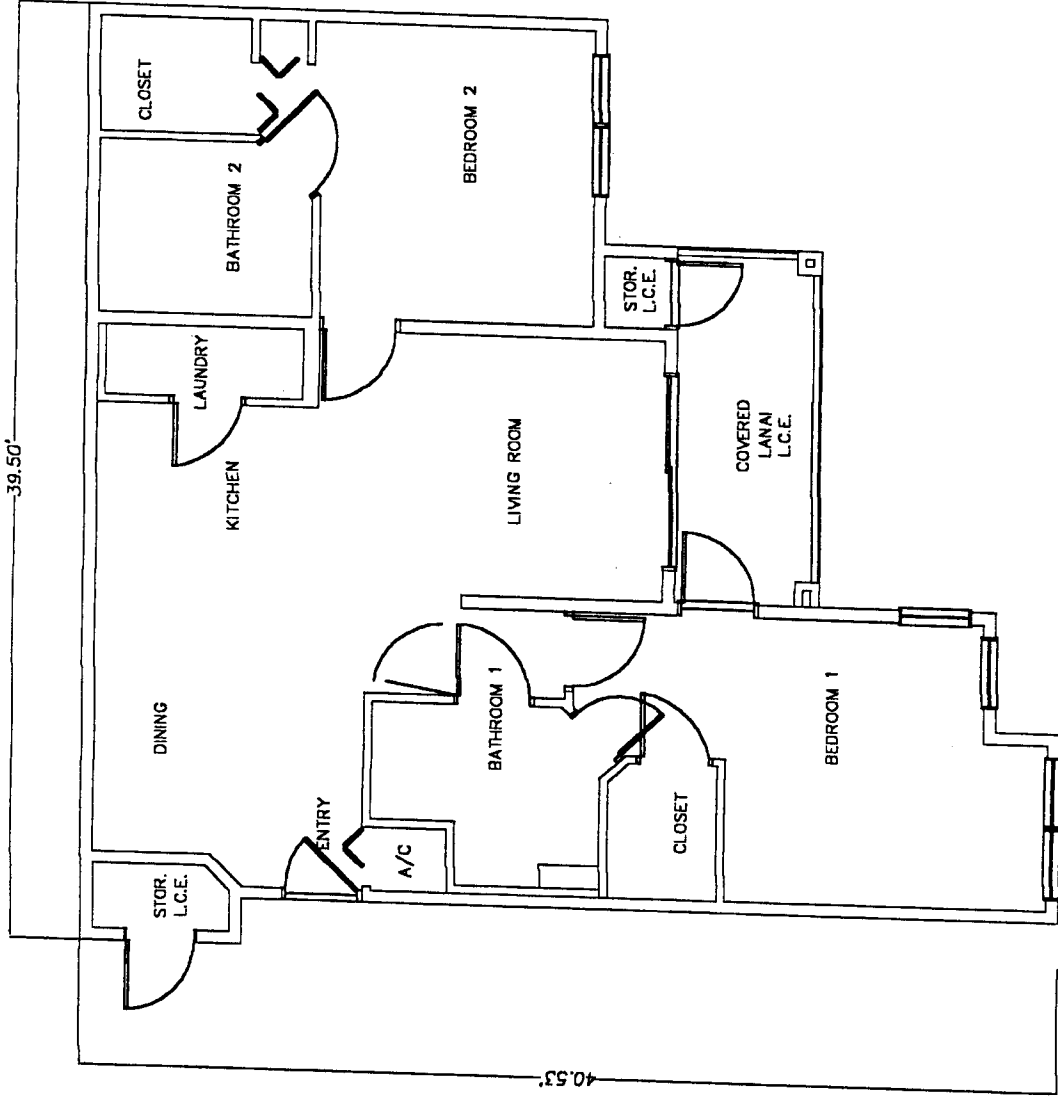
TYPE B--REVERSE FLOOR PLAN

BUILDINGS 4, 5, 6, 7, 8

EXHIBIT:
APRIL 1, 2005
1"=8'

SHEET:

**OLD TOWN VILLAGES, A CONDOMINIUM
ST. AUGUSTINE, FLORIDA**



COPY

L.C.E. DENOTES LIMITED COMMON ELEMENT

TYPE C FLOOR PLAN
BUILDINGS 1, 2, 3, 4, 6, 7, 8, 9

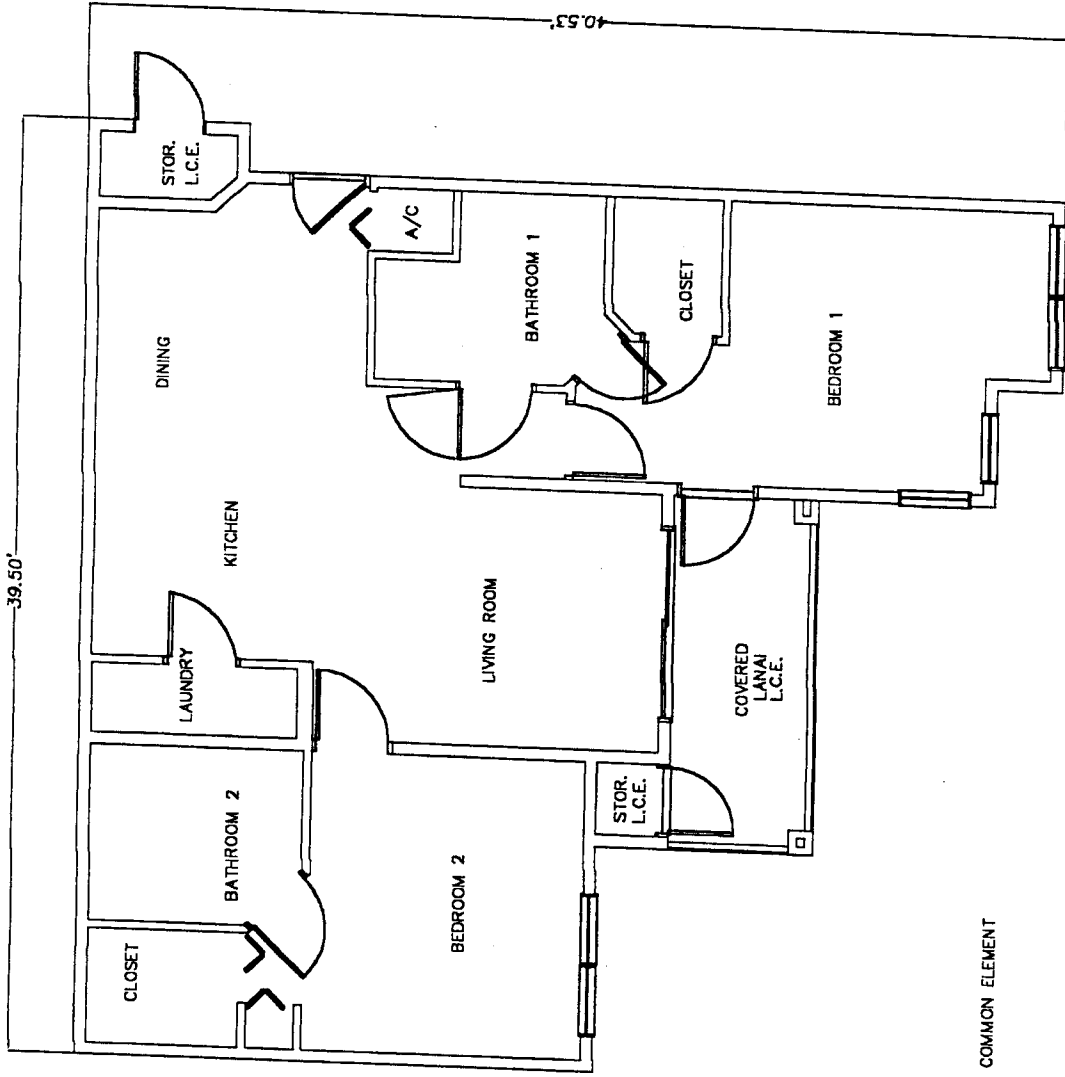
RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD. SUITE 100
JACKSONVILLE, FLORIDA 32225
(904) 721-5758 (FAX)
(904) 721-1226 (TEL)

EXHIBIT:
APRIL 1, 2005
1"=8'

SHEET:

COPY

**OLD TOWN VILLAGES, A CONDOMINIUM
ST. AUGUSTINE, FLORIDA**



L.C.E. DENOTES LIMITED COMMON ELEMENT

RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
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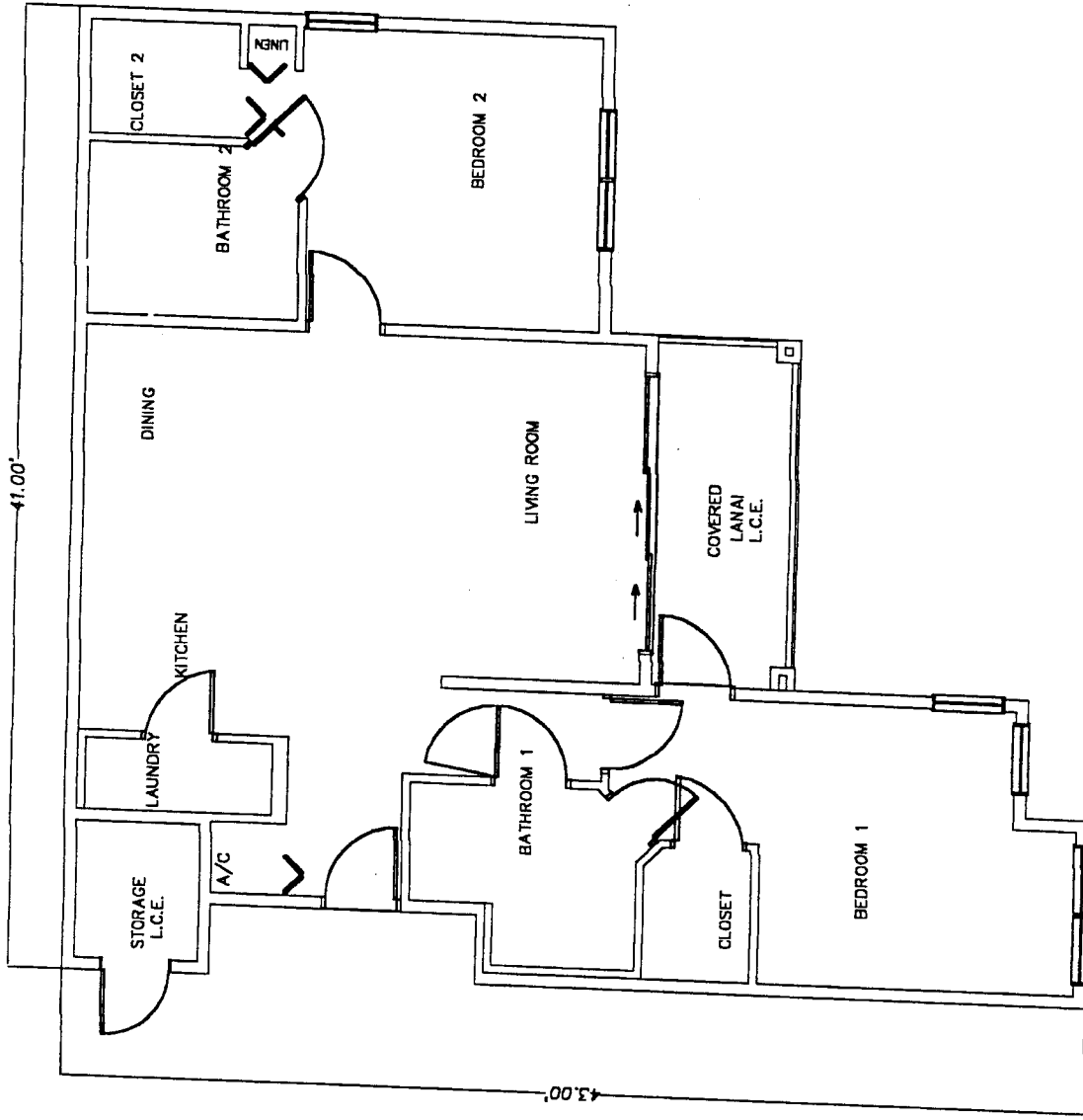
TYPE C-REVERSE FLOOR PLAN

BUILDINGS 1, 2, 3, 4, 6, 7, 8, 9

EXHIBIT:
APRIL 1, 2005
1"=8'

SHEET:

**OLD TOWN VILLAGES, A CONDOMINIUM
ST. AUGUSTINE, FLORIDA**



COOPY

L.C.E.=DENOTES LIMITED COMMON ELEMENT

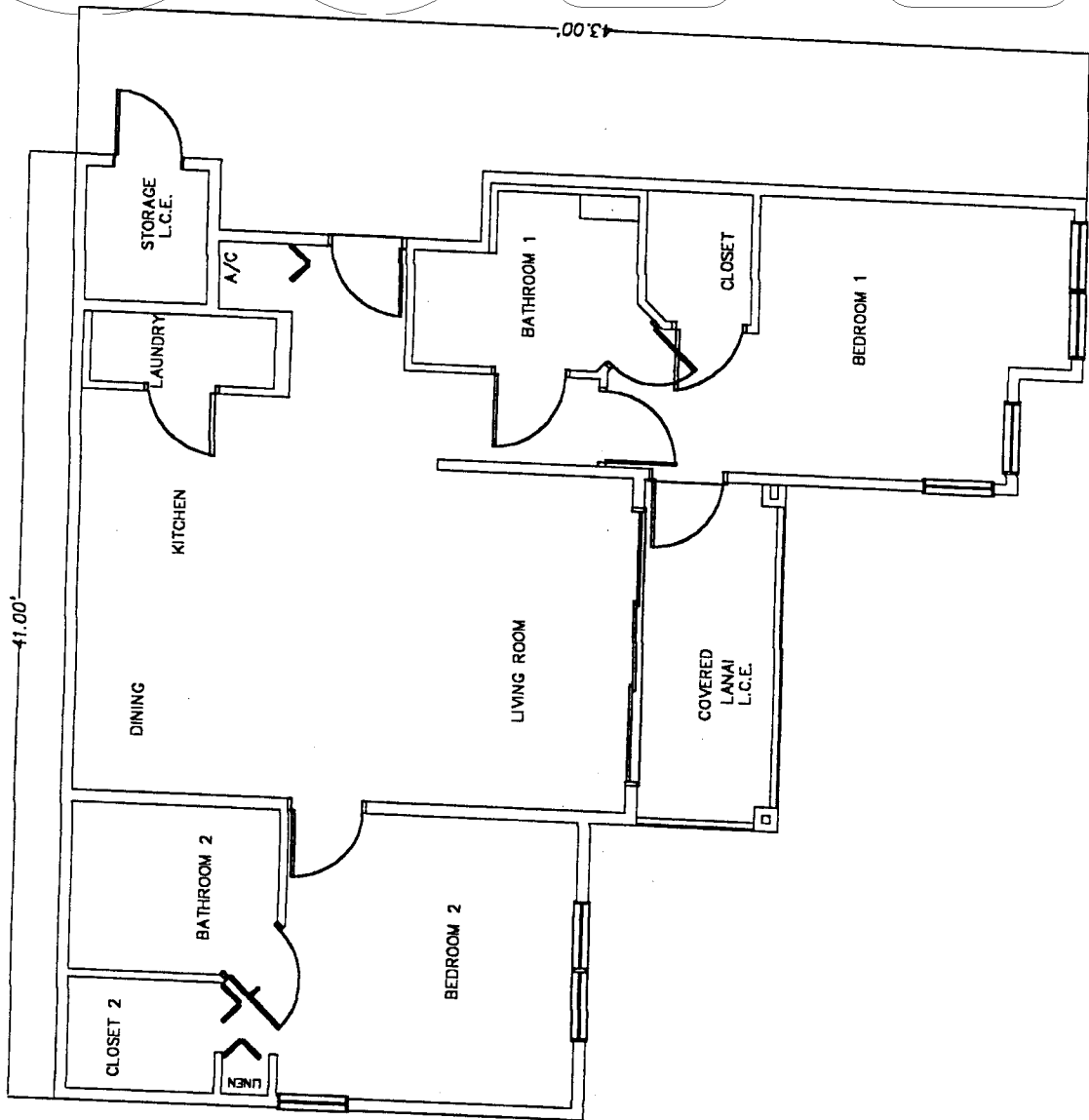
TYPE D FLOOR PLAN
BUILDINGS 1, 2, 3, 4, 6, 7, 8, 9

RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD. SUITE 100
JACKSONVILLE, FLORIDA 32225
(904) 721-5758 (FAX)
(904) 721-1226 (TEL)

EXHIBIT:
APRIL 1, 2005
1"=8'
SHEET:

**OLD TOWN VILLAGES, A CONDOMINIUM
ST. AUGUSTINE, FLORIDA**

COPY



L.C.E. DENOTES LIMITED COMMON ELEMENT

RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD. SUITE 100
JACKSONVILLE, FLORIDA 32225
(904) 721-5758 (FAX)
(904) 721-1226 (TEL)

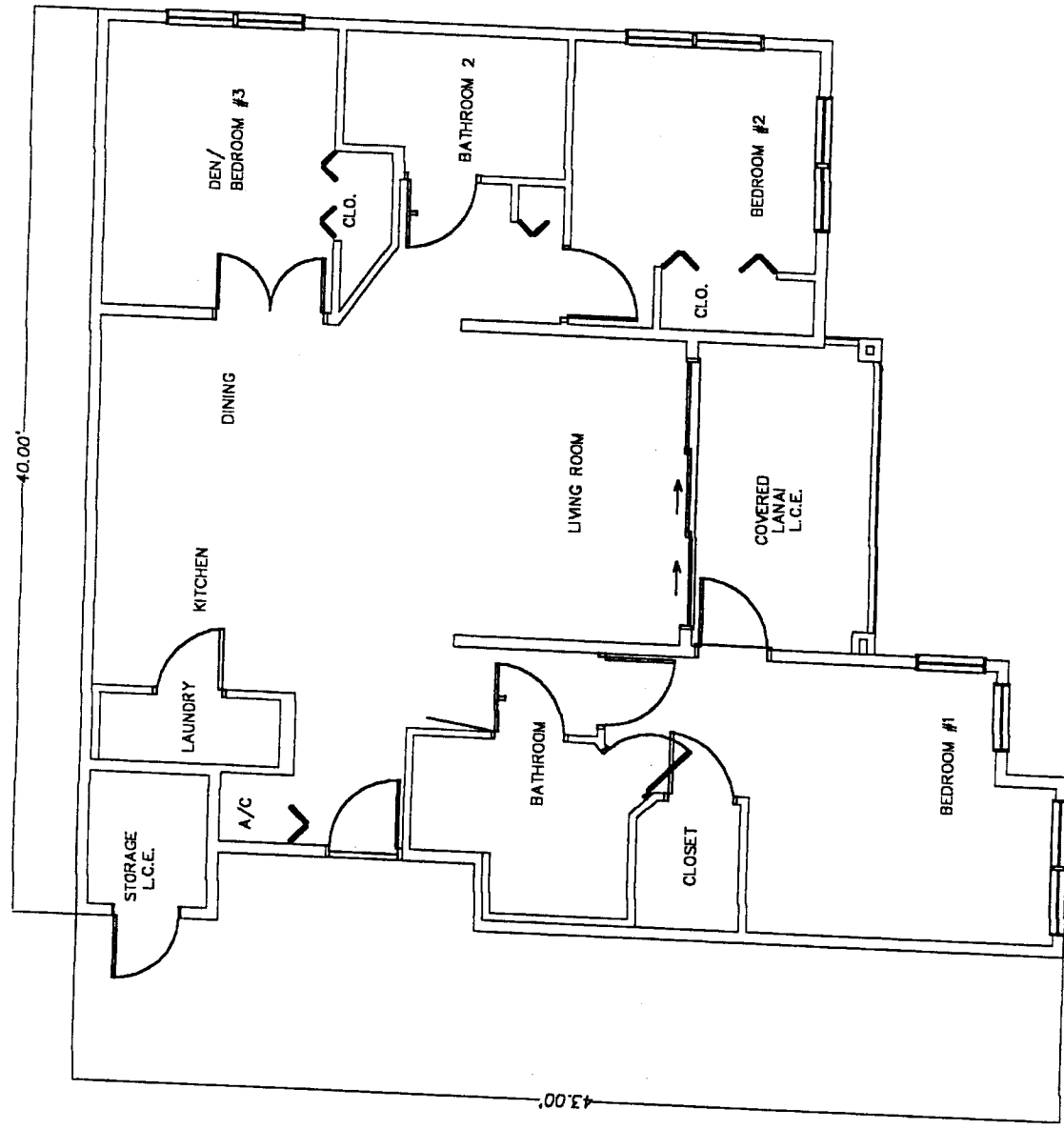
TYPE D-REVERSE FLOOR PLAN

BUILDINGS 1, 2, 3, 4, 6, 7, 8, 9

EXHIBIT:
APRIL 1, 2005
1"=5'

SHEET:

**OLD TOWN VILLAGES, A CONDOMINIUM
ST. AUGUSTINE, FLORIDA**



COOPY

L.C.E. DENOTES LIMITED COMMON ELEMENT

RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD. SUITE 100
JACKSONVILLE, FLORIDA 32225
(904) 721-5758 (FAX)
(904) 721-1226 (TEL)

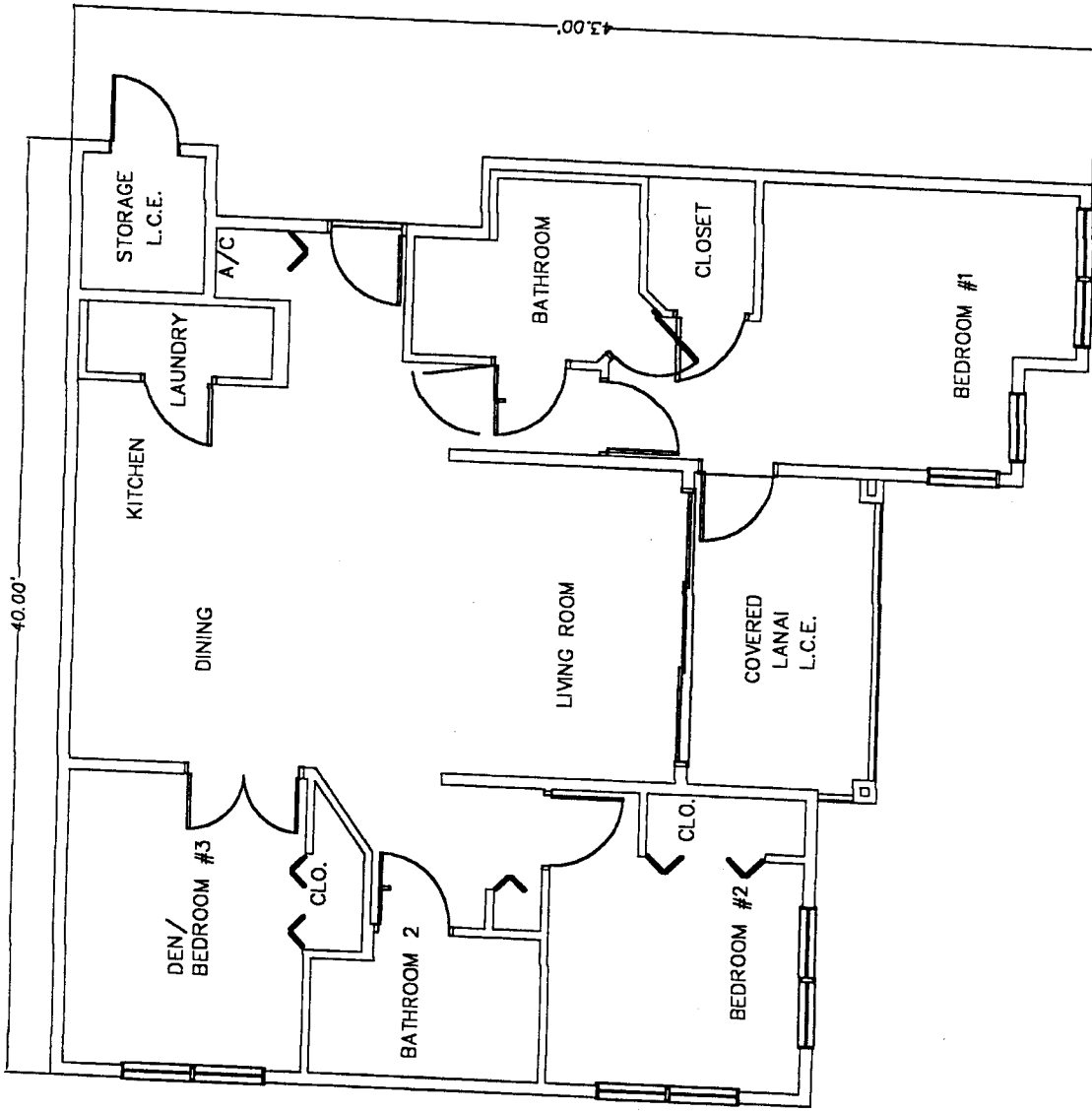
TYPE E FLOOR PLAN
BUILDINGS 4, 5, 6, 7, 8

EXHIBIT:
APRIL 1, 2005
1"=8'

SHEET:

**OLD TOWN VILLAGES, A CONDOMINIUM
ST. AUGUSTINE, FLORIDA**

COPY



L.C.E. DENOTES LIMITED COMMON ELEMENT

RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD. SUITE 100
JACKSONVILLE, FLORIDA 32225
(904) 721-5758 (FAX)
(904) 721-1226 (TEL)

TYPE E-REVERSE FLOOR PLAN

BUILDINGS 4, 5, 6, 7, 8

EXHIBIT:
APRIL 1, 2005
1"=5'

SHEET:

OLD TOWN VILLAGES, A CONDOMINIUM ST. AUGUSTINE, FLORIDA

COOP

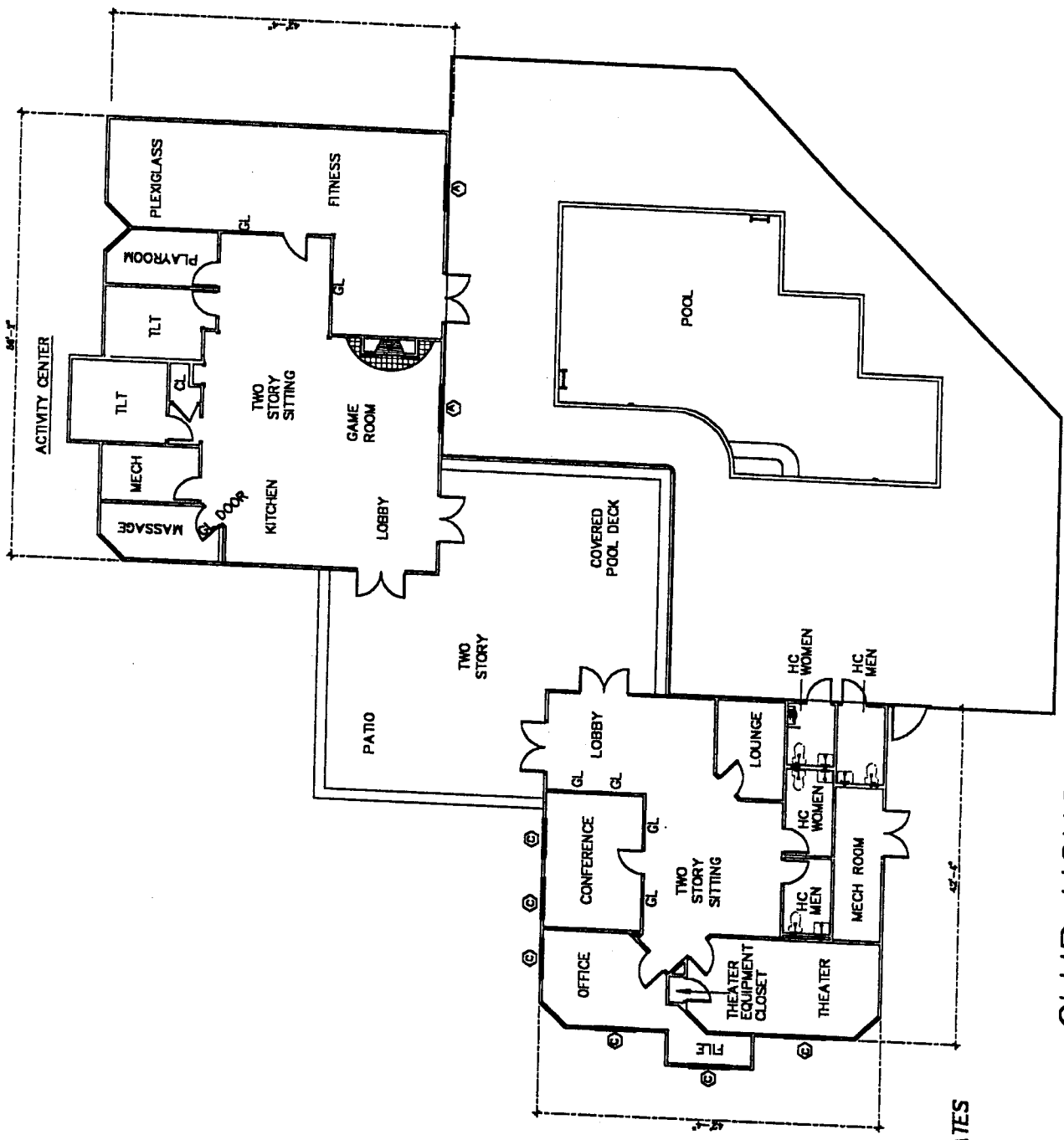
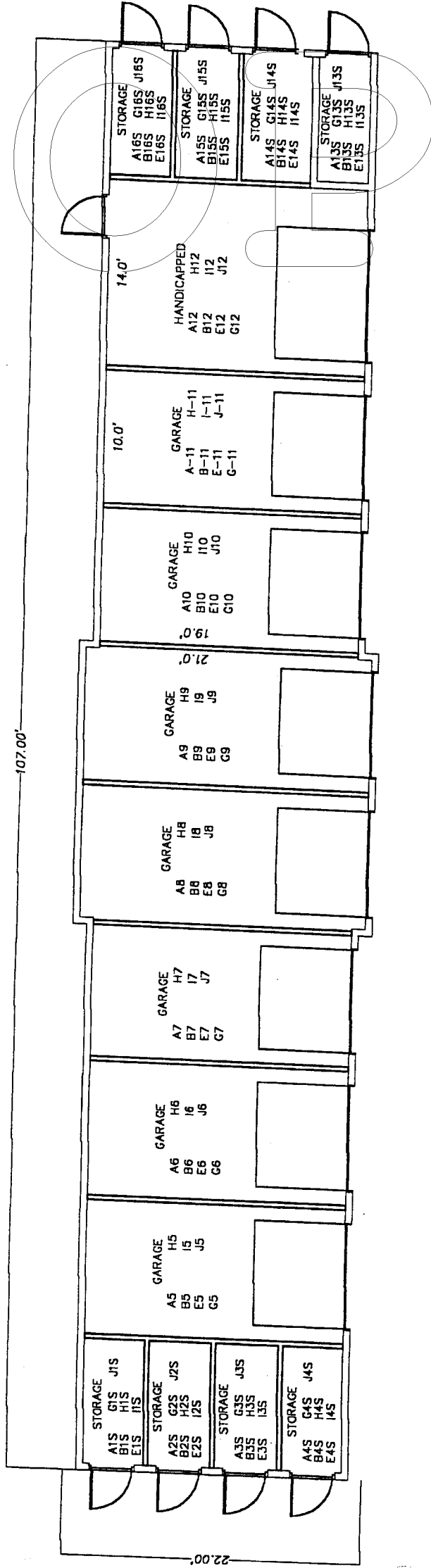


EXHIBIT: SHEET:
 REVISED JUNE 20, 2006
 REVISED MARCH 14, 2006
 APRIL 1, 2005
 SCALE: 1"=20'

CLUB HOUSE & POOL DECK FLOOR PLAN

RICHARD A. MILLER & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 6701 BEACH BLVD. SUITE 100
 JACKSONVILLE, FLORIDA 32216
 (904) 721-5758 (FAX)
 (904) 721-1226 (TEL)

**OLD TOWN VILLAGES, A CONDOMINIUM
ST. AUGUSTINE, FLORIDA**



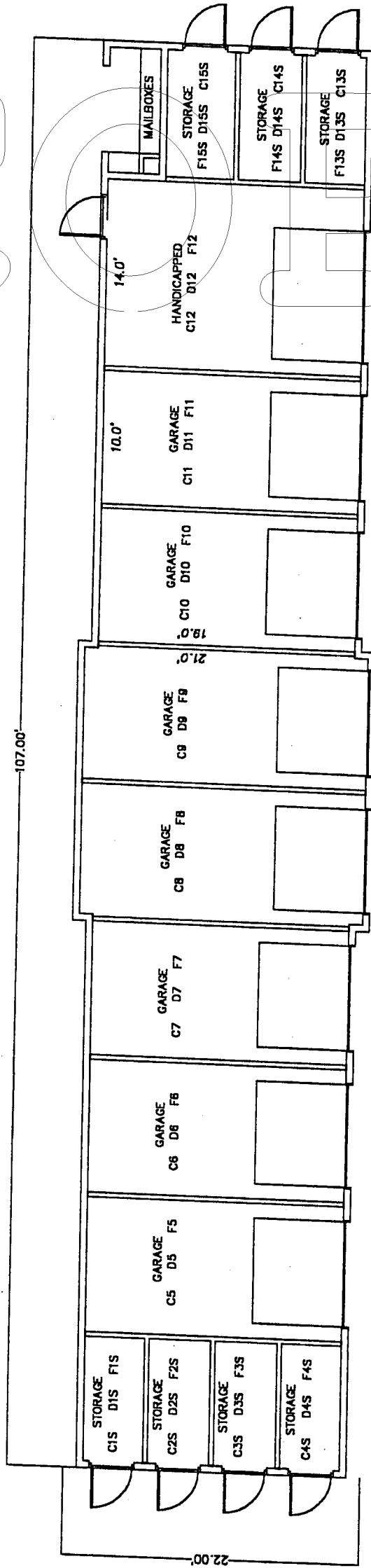
**GARAGE AND STORAGE SPACE BUILDING
BLDG. A, B, E, G, H, I & J**

RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD. SUITE 100
JACKSONVILLE, FLORIDA 32225
(904) 721-5758 (FAX)
(904) 721-1226 (TEL)

EXHIBIT:
APRIL 1, 2005
1"=10'

SHEET:

OLD TOWN VILLAGES, A CONDOMINIUM
ST. AUGUSTINE, FLORIDA

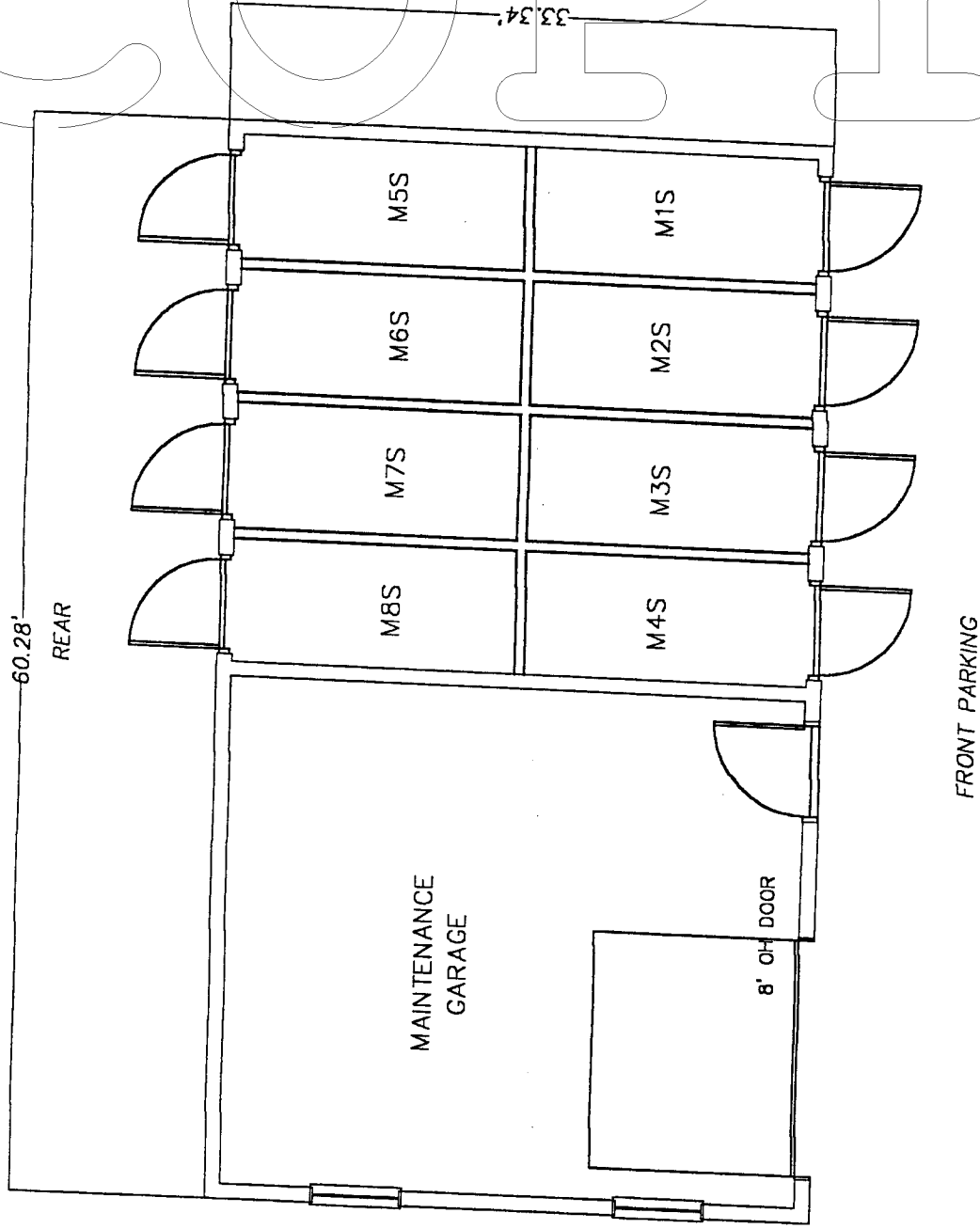


GARAGE AND STORAGE SPACE BUILDING
BLDG. C, D, F

RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD., SUITE 100
JACKSONVILLE, FLORIDA 32225
(904) 721-5758 (FAX)
(904) 721-1226 (TEL)

EXHIBIT: SHEET:
REVISED: JUNE 21, 2006
REVISED: JUNE 20, 2006
APRIL 1, 2005
SCALE : 1"=10'

**OLD TOWN VILLAGES, A CONDOMINIUM
ST. AUGUSTINE, FLORIDA**



COPY

RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD. SUITE 100
JACKSONVILLE, FLORIDA 32225
(904) 721-5758 (FAX)
(904) 721-1226 (TEL)

MAINTENANCE GARAGE

EXHIBIT:
APRIL 1, 2005
1"=10'

SHEET:

OLD TOWN VILLAGES, A CONDOMINIUM ST. AUGUSTINE, FLORIDA.

CERTIFICATION:





This is to certify that the construction of Buildings 3, 4, and 5 together with the Clubhouse facility, Old Town Villages, A Condominium, Phase One, together with the common elements and common areas appurtenant to said buildings have been substantially complete so that this material together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit referenced above can be determined from these materials.

Richard A. Miller
Richard A. Miller
Registered Land Surveyor No. 3848
State of Florida
Dated 10/10/06

Sworn to and subscribed before me on this 10th day of October,
2006, by Richard A. Miller of Richard A. Miller & Associates, Inc., who is
personally known to me or has produced his driver's license as identification.

Susan M. Hyde
Notary Public
My commission Expires:
 Susan M. Hyde
My Commission DD280211
Expires March 17, 2006

ABBREVIATION	DEFINITION
P.C.P.	Permanent Control Point
P.M.	Permanent Reference Monument
R.M.	Reference Monument
O.R.V.	Official Records Volume
O.B.	Dead Book
Pg.	Page
E.R.L.	Easement Restriction Line
E.R.	Easement
L.B.	Licensee
R.L.S.	Registered Business
J.E.A.	Registered Land Surveyor
J.E.A.	Jacksonville Electric Authority
A.P.	Appurtenant
C.A.T.V.	Cable Television
O.H.	Overhead Lines
(F.M.)	Field Measurement
(D)	Dead Measurement
SAN	Sanitary
WPP	Wood Power Pole
M.H.	Manhole
M.V.	Water Valve
C.L.	Chain Link
U.G.	Underground
TELE.	Telephone
ELEC.	Electrical
CATV	Cable Television
I.P.	Iron Pipe
CONC.	Concrete
	Concrete Paving

LEGEND
 DENOTES CONCRETE MONUMENT
 DENOTES FENCE
 DENOTES 1/2" IRON PIPE SET WITH CAP, R. MILLER & ASSOC.
 DENOTES IRON PIPE FOUND (COURTESY)

RICHARD A. MILLER & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 6701 BEACH BLVD. SUITE 100
 JACKSONVILLE, FLORIDA 32225
 (904) 721-5758 (FAX)
 (904) 721-1226 (TEL)

EXHIBIT: SHEET:
 REVISED: SEPTEMBER 27, 2006
 REVISED: JUNE 21, 2006
 REVISED: JUNE 20, 2006
 MAY 18, 2005

**OLD TOWN VILLAGES, A CONDOMINIUM
Percentage Undivided Shares of Common Elements and Common Expense**

<u>Unit Numbers</u>	<u>Unit Types</u>	<u>Number of Bedrooms</u>	<u>Number of Bathrooms</u>	<u>Percentage Interest</u>
Building 3				
3101	D	2	2	1.1367%
3102	D	2	2	1.1367%
3103	C	2	2	1.0728%
3104	C	2	2	1.0728%
3105	C	2	2	1.0728%
3106	C	2	2	1.0728%
3107	D	2	2	1.1367%
3108	D	2	2	1.1367%
3201	D	2	2	1.1367%
3202	D	2	2	1.1367%
3203	C	2	2	1.0728%
3204	C	2	2	1.0728%
3205	C	2	2	1.0728%
3206	C	2	2	1.0728%
3207	D	2	2	1.1367%
3208	D	2	2	1.1367%
3301	D	2	2	1.1367%
3302	D	2	2	1.1367%
3303	C	2	2	1.0728%
3304	C	2	2	1.0728%
3305	C	2	2	1.0728%
3306	C	2	2	1.0728%
3307	D	2	2	1.1367%
3308	D	2	2	1.1367%
Building 4				
4101	E	3	2	1.2710%
4102	E	3	2	1.2710%
4103	C	2	2	1.0728%
4104	C	2	2	1.0728%
4105	B	1	1	0.8669%
4106	B	1	1	0.8669%
4107	A	1	1	0.7845%
4108	A	1	1	0.7845%
4109	D	2	2	1.1367%
4110	D	2	2	1.1367%
4111	E	3	2	1.2710%
4112	E	3	2	1.2710%
4201	E	3	2	1.2710%
4202	E	3	2	1.2710%
4203	C	2	2	1.0728%
4204	C	2	2	1.0728%
4205	B	1	1	0.8669%
4206	B	1	1	0.8669%
4207	A	1	1	0.7845%
4208	A	1	1	0.7845%
4209	D	2	2	1.1367%
4210	D	2	2	1.1367%

<u>Unit Numbers</u>	<u>Unit Types</u>	<u>Number of Bedrooms</u>	<u>Number of Bathrooms</u>	<u>Percentage Interest</u>
4211	E	3	2	1.2710%
4212	E	3	2	1.2710%
4301	E	3	2	1.2710%
4302	E	3	2	1.2710%
4303	C	2	2	1.0728%
4304	C	2	2	1.0728%
4305	B	1	1	0.8669%
4306	B	1	1	0.8669%
4307	A	1	1	0.7845%
4308	A	1	1	0.7845%
4309	D	2	2	1.1367%
4310	D	2	2	1.1367%
4311	E	3	2	1.2710%
4312	E	3	2	1.2710%

Building 5

5101	E	3	2	1.2710%
5102	E	3	2	1.2710%
5103	B	1	1	0.8669%
5104	B	1	1	0.8669%
5105	B	1	1	0.8669%
5106	B	1	1	0.8669%
5107	A	1	1	0.7845%
5108	A	1	1	0.7845%
5109	A	1	1	0.7845%
5110	A	1	1	0.7845%
5111	E	3	2	1.2710%
5112	E	3	2	1.2710%
5201	E	3	2	1.2710%
5202	E	3	2	1.2710%
5203	B	1	1	0.8669%
5204	B	1	1	0.8669%
5205	B	1	1	0.8669%
5206	B	1	1	0.8669%
5207	A	1	1	0.7845%
5208	A	1	1	0.7845%
5209	A	1	1	0.7845%
5210	A	1	1	0.7845%
5211	E	3	2	1.2710%
5212	E	3	2	1.2710%
5301	E	3	2	1.2710%
5302	E	3	2	1.2710%
5303	B	1	1	0.8669%
5304	B	1	1	0.8669%
5305	B	1	1	0.8669%
5306	B	1	1	0.8669%
5307	A	1	1	0.7845%
5308	A	1	1	0.7845%
5309	A	1	1	0.7845%
5310	A	1	1	0.7845%
5311	E	3	2	1.2710%
5312	E	2	3	1.2710%
				100.0000%

((H06000163374 3))

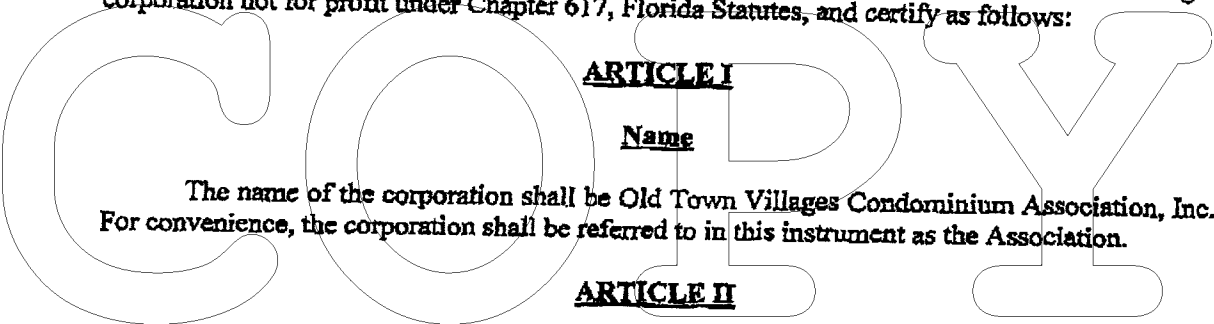
FILED

06 JUN 21 PM 2:35

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
OLD TOWN VILLAGES CONDOMINIUM ASSOCIATION, INC.**

The undersigned, by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:



ARTICLE I

Name

The name of the corporation shall be Old Town Villages Condominium Association, Inc. For convenience, the corporation shall be referred to in this instrument as the Association.

ARTICLE II

Purpose

(a) The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), for the operation of Old Town Villages, a Condominium, to be created pursuant to the provisions of the Condominium Act and the Declaration of Condominium of Old Town Villages, a Condominium (the "Declaration") when recorded or thereafter amended, in the Public Records of St. Johns County, Florida (the "County"). All words defined in the Declaration shall have the same meaning when used herein.

(b) The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

Powers

The powers of the Association shall include and be governed by the following provisions.

(a) The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, nor in conflict with the provisions of the Condominium Act.

(b) The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the Declaration to the extent allowed by the law, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration as presently drafted and as it may be amended from time to time, including but not limited to the following:

((H06000163374 3))

EXHIBIT "E"

((H06000163374 3))

1. The irrevocable right to make and collect assessments against members as Unit Owners to defray the costs, expenses and losses of the Condominium, including the maintenance and operation of the Surface Water or Stormwater Management System.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To maintain, repair, replace and operate the Condominium Property which shall include the irrevocable right of access to each Unit from time to time during reasonable hours as may be necessary for such maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.
4. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members as Unit Owners.
5. To reconstruct improvements after casualty and to make further improvements to the Condominium Property.
6. To make and amend reasonable regulations respecting the use of the property in the Condominium.
7. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By Laws of the Association and the regulations adopted by the Association.
8. To impose fines on Unit Owners or their tenants for violations of the Declaration of Condominium, these Articles, the By-Laws of the Association or the regulations adopted by the Association in accordance with the provisions of the Condominium Act.
9. To contract for the maintenance, management or operation of the Condominium Property.
10. To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Association.
11. To pay taxes and assessments which are liens against any part of the Condominium other than individual Units, unless the individual Unit or Units are owned by the Association, and to assess the same against the Units subject to such liens.
12. To pay the cost of all power, water, sewer, trash, garbage and other utility services rendered to the Condominium and not billed to owners of individual Units.
13. To enter into agreements, to acquire leaseholds, memberships and other possessory or use interests in lands or facilities which are intended to provide enjoyment, recreation or other use or benefits to the members of the Association.

((H06000163374 3))

14. To purchase a Unit or Units in the Condominium and to hold, lease, mortgage and convey the same.

15. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with St. Johns River Water Management District Permit No. 42-10987786-1 requirements and applicable District rules, and to assist in the enforcement of the provisions of the Declaration of Condominium which relate to the Surface Water or Stormwater Management System. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Surface Water or Stormwater Management System.

ARTICLE IV

Members

(a) The members of the Association shall consist of all of the record owners of Units in the Condominium, and in the event of a termination of the Condominium, shall consist of those who are members at the time of such termination and their successors and assigns.

(b) Change of membership in the Association shall be established by recording in the Official Public Records of the County, a deed or other instrument establishing a record title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

(c) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit.

(d) The owner of each Unit shall be entitled to one vote as a member of the Association, except there shall be no vote for any Unit owned by the Association. The manner of exercising voting rights shall be determined by the By Laws of the Association.

ARTICLE V

Directors

(a) The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) Directors, nor more than nine (9) Directors' however, the Board shall consist of an odd number of Directors. Each Director shall be a person entitled to cast a vote in the Association, except as otherwise provided herein or in the By Laws.

(b) Members of the Board of Directors shall be elected at the annual meeting of the Association members in the manner specified in the By Laws. Directors may be removed or vacancies on the Board of Directors shall be filled in the manner provided by the By Laws.

((H06000163374 3))

(c) The initial Board of Directors of the Association, shall be selected by the Declarant. The Directors named in the Articles shall serve until the first election of Directors, and any vacancies in their number occurring prior to the first election shall be filled by the remaining Directors. The first election of Directors shall occur when Unit Owners other than the Declarant own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association. At such first election, Unit Owners other than the Declarant shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Declarant are entitled to elect not less than a majority of the members of the Board of Directors of the Association: a) three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; b) three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; c) when all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Declarant in the ordinary course of business; d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Declarant in the ordinary course of business; or e) seven years after recordation of the Declaration; or in the case of an Association which may ultimately operate more than one condominium, seven years after recordation of the Declaration of for the first condominium it operates; or, in the case of the Association operating a phase condominium, seven years after recordation of the Declaration creating the initial phase, whichever comes first. Subsequent elections shall be held in conformity with the requirements of the Condominium Act and as set forth in the By Laws of the Association.

(d) The names and addresses of the members of the current Board of Directors, who shall hold office until their successors are elected and have qualified, or until they resign or are removed, are as follows:

Charles F. Atkerson, Jr.
9471 Baymeadows Road, Suite 403
Jacksonville, Florida 32256

Serena L. Wakefield
9471 Baymeadows Road, Suite 403
Jacksonville, Florida 32256

Lynn S. Bidlemann
9471 Baymeadows Road, Suite 403
Jacksonville, Florida 32256

ARTICLE VI Officers

The affairs of the Association shall be administered by the officers designated by the By Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association, and they shall serve at the pleasure of the Board of Directors.

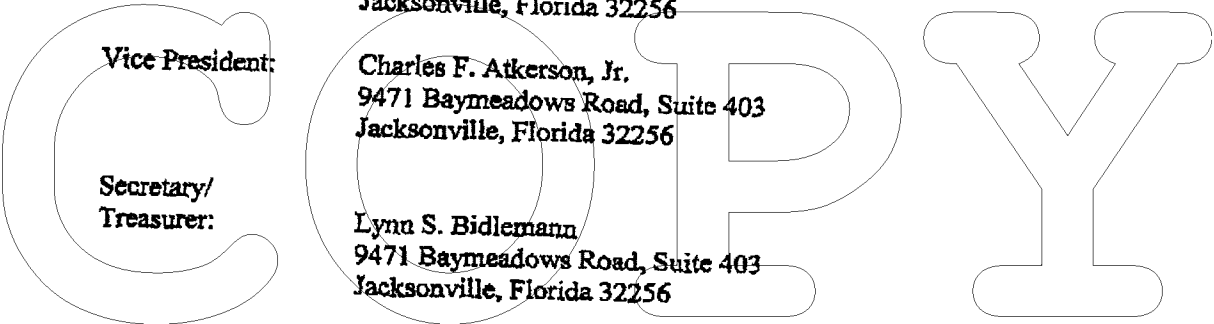
((H06000163374 3))

The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: Serena L. Wakefield
9471 Baymeadows Road, Suite 403
Jacksonville, Florida 32256

Vice President: Charles F. Atkerson, Jr.
9471 Baymeadows Road, Suite 403
Jacksonville, Florida 32256

Secretary/
Treasurer: Lynn S. Bidlemann
9471 Baymeadows Road, Suite 403
Jacksonville, Florida 32256



ARTICLE VII

Indemnification and Insurance

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of settlement, the indemnification shall apply only when the Board of Directors approves such settlement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officers may be entitled.

The Board of Directors shall purchase liability insurance to insure all directors, officers or agents, past and present against all expenses and liabilities set forth above, unless the Board determines that such insurance is not reasonably available. The premiums for such insurance shall be a Common Expense.

ARTICLE VIII

By Laws

The first By Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By Laws.

((H06000163374 3))

ARTICLE IX

Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by not less than a majority of the members of the Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary prior to such meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and not less than sixty-seven percent (67%) of the members of the Association.

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all the record owners of Units in the manner required for the execution of a deed.

(d) No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Article V, Section C hereof, without approval in writing by all members.

(e) No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. For so long as Declarant holds any Units for sale in the ordinary course of business, no amendment that assesses the Declarant as a Unit Owner for capital improvements or that is detrimental to the sale of Units by the Declarant, shall be effective without the written approval of Declarant.

(f) A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Official Public Records of the County.

ARTICLE X

Term

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Florida Secretary of State. The term of the Association shall be perpetual. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System shall be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

((H06000163374 3))

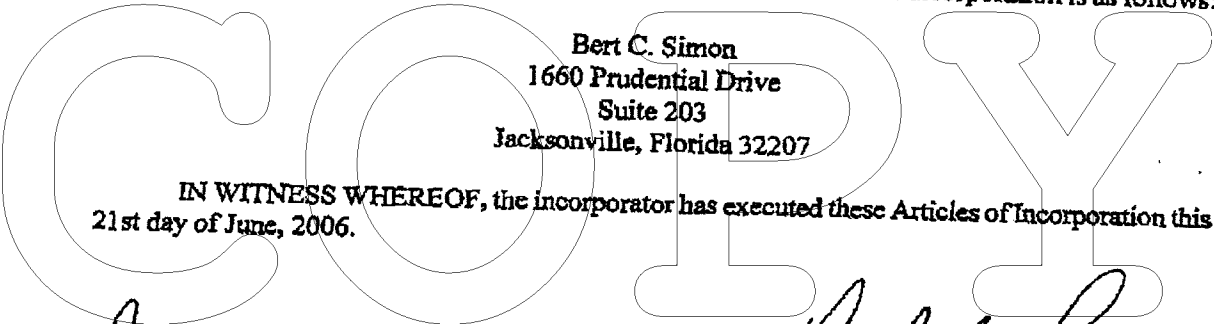
((H06000163374 3))

ARTICLE XI

Incorporator

The name and addresses of the incorporator to these Articles of Incorporation is as follows:

Bert C. Simon
1660 Prudential Drive
Suite 203
Jacksonville, Florida 32207



IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation this 21st day of June, 2006.

Nancy E Mangus
Print Name: Nancy E Mangus

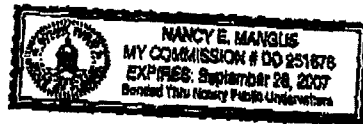
By: Bert C. Simon
Bert C. Simon

Jana Smith
Print Name: Jana Smith

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21st day of June, 2006 by Bert C. Simon who is personally known to me or has produced _____ as identification.

Nancy E Mangus
Notary Public, State of Florida
Nancy E Mangus
Print Name
My Commission Expires:

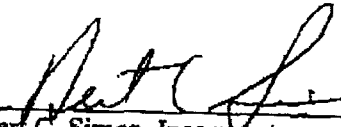


((H06000163374 3))

**CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN
FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

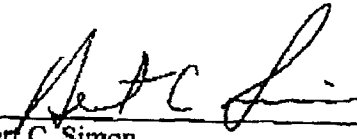
IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING
IS SUBMITTED:

OLD TOWN VILLAGES CONDOMINIUM ASSOCIATION, INC. DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 2083 STATE ROAD 16, ST. AUGUSTINE, FLORIDA, 32092, HAS NAMED BERT C. SIMON LOCATED AT 1660 PRUDENTIAL DRIVE, SUITE 203, JACKSONVILLE, FLORIDA 32207, ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.


Bert C. Simon, Incorporator

Date: June 21, 2006

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


Bert C. Simon

Date: June 21, 2006

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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**BY LAWS OF
OLD TOWN VILLAGES
CONDOMINIUM ASSOCIATION, INC.
A FLORIDA CORPORATION NOT FOR PROFIT**

1. Identity. These are the By Laws of Old Town Villages Condominium Association, Inc., (the "Association") a not for profit Florida corporation, established in accordance with Chapter 718, Florida Statutes, (the "Condominium Act") for the purpose of administering Old Town Villages, a Condominium located at 2083 State Road 16, St. Augustine, Florida 32092 and created pursuant to the provisions of the Condominium Act and the Declaration of Condominium of Old Town Villages, a Condominium (the "Declaration") when recorded or thereafter amended in the Public Records of St. Johns County, Florida (the "County"). Words defined in the Declaration have the same meaning when used herein.

1.1 Office. The office of the Association shall be at the site of the Condominium or such other place as may be designated by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall begin on January 1 and end on December 31 of each year.

1.3 Seal. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation.

2. Members.

2.1 Qualification. The members of the Association shall consist of all of the record owners of Units.

2.2 Change of Membership. Change of membership in the Association shall be established by recording in the Official Public Records of the County, a deed or other instrument establishing a record title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

2.3 Voting Rights. There shall be one (1) vote for each Unit, and the manner of exercising that vote shall be determined by these By Laws. The Owner of more than one (1) Unit shall be entitled to one (1) vote for each Unit owned. The term "majority" as used in these By Laws and other Condominium documents in reference to voting by Unit Owners and the Board of Directors, means more than fifty percent (50%).

2.4 Designation of Voting Representative. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of

EXHIBIT "F"

appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. The certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any owner thereof. Notwithstanding the foregoing, if title to a Unit is held jointly by a husband and wife, either co-owner is entitled to cast the vote for such Unit unless and until a certificate signed by both co-owners is filed with the Association designating a voting co-owner.

2.5 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of all owners is specifically required by the Declaration or these By Laws.

2.6 Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

3. Members' Meetings.

3.1 Annual Members' Meeting. The annual members' meeting shall be held at the office of the Association or such other location within the County designated by the Board of Directors on a date and time during the months of October or November as shall be designated by the Board of Directors; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

3.2 Special Members' Meeting. Special members' meetings shall be held whenever called by a majority of the Board of Directors and must be called by such Directors upon receipt of a written request from members entitled to cast fifty percent (50%) of the votes of the entire membership, which request shall state the purpose or purposes of the proposed meeting. Provided however, any special meeting regarding the adoption of the Association's annual budget shall be called in accordance with paragraph 7.2(c) of these By-Laws.

3.3 Notice of All Members' Meetings. Notice of all members' meetings stating the time and place and the agenda for the meeting shall be given to all Owners unless waived in writing. The notice shall be in writing and furnished to each member not less than fourteen (14) days nor more than sixty (60) days in advance of the date of the meeting and shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) continuous days but not more than sixty (60) days in advance of the date of the meeting. The Board of Directors, following notice to the Owners, shall designate a specific location within the Condominium Property for the posting of all required notices of meetings; provided however, if there is no condominium property upon which notices can be posted, the requirement to post notices shall not apply. The notice to each member shall be furnished by personal delivery or by mailing the same by either regular or certified mail to each member at the address last furnished to the Association, or if none, then to the address set forth in the recorded deed conveying the Unit to the current Unit Owner. Proof of such mailing shall be

evidenced by an affidavit provided by an officer of the Association. Notice of meetings may be waived either before or after the meeting.

3.4 Quorum. A quorum at members' meetings shall consist of persons entitled to cast one-third (1/3) of the votes of the Association. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium or these By Laws. Proxies may be used to establish a quorum.

3.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and lawfully adjourned meetings thereof occurring within ninety (90) days after the date of the first meeting for which it was given. Proxies may be revoked at any time prior to the exercise thereof. The proxy must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof. Limited proxies shall be used for any matters for which the Condominium Act permits or requires a vote of Unit Owner, except as otherwise permitted by the Condominium Act. Notwithstanding the last preceding sentence, the Association may, by the affirmative vote of a majority of the votes of the Association adopt different voting and election procedures, which vote may be by a proxy specifically delineating the different voting and election procedures, and which may provide for elections to be conducted by limited or general proxy.

3.6 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.7 Order of Business. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- (a) Collection of election ballots
- (b) Calling of the roll and certifying of proxies
- (c) Proof of notice of meeting or waiver of notice
- (d) Reading and disposal of any unapproved minutes
- (e) Reports of officers
- (f) Reports of committees
- (g) Election of Directors
- (h) Unfinished business
- (i) New business
- (j) Adjournment

4. Board of Directors.

4.1 Membership. The affairs of the Association shall be managed by a board of directors (the "Board" or the "Board of Directors") of no less than three (3) Directors, nor more than nine (9) Directors; however, the Board shall consist of an odd number. Initially, there shall be three (3) Directors. The number of Directors may be increased or decreased within the above stated limitations by a majority vote of the total voting interest of the Association at a duly called meeting

of the Association. Each Director shall be a person entitled to cast a vote in the Association, except as provided in Section 4.2(d) of these By Laws.

4.2 Election of Directors.

(a) The members of the Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the board of administration, either in general elections or elections to fill vacancies caused by resignation unless these By Laws are amended by the affirmative vote of a majority of the total voting interests to provide for different voting and election procedures. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate mailing or included in another Association mailing or delivery (including regularly published newsletters) to each Unit Owner entitled to a vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the board of administration must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda required by subparagraph 3.3 hereof, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote therein not less than fourteen (14) days and no more than thirty-four (34) days prior to the election, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association has no liability for the contents of the information sheets prepared by the candidates nor any obligation or duty to confirm the accuracy of the information. To reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No Unit Owner shall permit any other person to vote his/her ballot, and any such ballots improperly cast shall be deemed invalid. Any Unit Owner violating this provision may be fined by the Association in accordance with the provisions of these By Laws. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

(b) Except as to vacancies created by removal of Directors by members, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

(c) Subject to subparagraph 4.2(d) hereof, any Director may be removed with or without cause by concurrence of a majority of the members of the Association by an agreement in writing or at a special meeting of the members called for that purpose by at least ten percent (10%) of the Unit Owners giving notice of the meeting in the manner provided for herein for special meetings and stating the purpose of the meeting.

(1) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a board meeting within five (5) full business days of the adjournment of the Unit Owner meeting to recall one or more board members. At the meeting the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession, or the Board shall proceed as set forth in subparagraph 3.

(2) If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by the laws of the State of Florida. The board of administration shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession, or the Board shall proceed as described in subparagraph 3.

(3) If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) fully business days after the meeting file with the Division of Florida Land Sales, Condominium and Mobile Homes a petition for arbitration pursuant to the procedures in Section 718.1255, Florida Statutes. For the purposes of this section, the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501, Florida Statutes. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.

(4) If the Board fails to duly notice and hold a board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective and the board members so recalled shall immediately turn over to the Board any and all records and property of the Association.

(d) The Declarant shall be vested with the power to designate the initial Board of Directors. The members of the Board of Directors designated by the Declarant need not be Unit Owners in the Condominium. Unless the Declarant has elected to transfer control of the Association to the owners at an earlier date, the Declarant shall transfer control of the Association to the Owner's board as provided in the following formula:

(1) When Unit Owners other than the Declarant own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Declarant shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association.

(2) Unit Owners other than the Declarant shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association:

(i) three (3) years after sales have been closed by the Declarant of fifty percent (50%) of the Units that will be operated ultimately by the Association; or

(ii) three (3) months after sales have been closed by the Declarant of ninety percent (90%) of the Units that will be operated ultimately by the Association;

(iii) when all of the Units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Declarant in the ordinary course of business; or

(iv) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Declarant in the ordinary course of business;

(v) seven (7) years after recordation of the Declaration of Condominium.

(3) The Declarant shall be entitled to designate or elect not less than one (1) member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium.

(4) Within seventy-five (75) days after Unit Owners other than the Declarant are entitled to elect a member or members of the Board, the Association shall call and give notice of not less than sixty (60) days of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

(e) At the time that the Unit Owners other than the Declarant elect a majority of the members of the Board of Directors of the Association, the Declarant shall relinquish control of the Association and the Unit Owners shall accept control of the Association. The Declarant shall simultaneously (or as to subparagraph 3, within ninety (90) days thereafter) deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Declarant including but not limited to the following items, if applicable:

(1) The original or a photocopy of the recorded Declaration of Condominium; if a photocopy is provided, the same shall reflect the recording information and shall be certified by affidavit by the Declarant or officer or agent of the Declarant as being a true and complete copy of the actual recorded Declaration; a certified copy of the Association's Articles of Incorporation; a copy of the By Laws; minute books and other corporate books and records of the Association, and any house rules and regulations which may have been promulgated, and all amendments to the above.

(2) Resignations of officers and members of the Board of Directors who may be required to resign for reason of the requirement that the Declarant relinquish control of the Association.

(3) The financial records, including financial statements of the association, and source documents since the incorporation of the Association through the date of turnover. The records shall be reviewed by an independent certified public accountant who shall perform the review in accordance with generally accepted accounting standards as defined by rule by the Board of Accountancy. The accountant performing the review shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes and the billings, cash receipts, and related records to determine that the Declarant was charged and paid the proper amounts of assessments.

(4) Association funds or control thereof.

(5) All tangible personal property that is represented by the Declarant to be part of the Common Elements, or that is ostensibly part of the Common Elements, or that is property of the Association, and inventories of these properties.

(6) A copy of the plans and specifications utilized in the construction of improvements and the supplying of equipment to the Condominium and for the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Declarant or of his agent or of an architect or engineer authorized to practice in this state that such plans and specifications represent to the best of their knowledge and belief the actual plans and specifications utilized in and about the construction and improvement of the Condominium Property and for the construction and installation of the mechanical components serving the improvements; provided however, that if the Condominium Property has been declared a condominium more than three (3) years after the completion of construction of the improvements, the provisions of this paragraph shall not apply to any such improvements.

(7) Insurance policies.

(8) Copies of any certificates of occupancy which may have been issued for the Condominium Property.

(9) Any other permits issued by governmental bodies applicable to the Condominium Property and which are currently in force or were issued within one (1) year prior to the date upon which the Unit Owners other than the Declarant took control of the Association.

(10) Written warranties of the contractor, subcontractors, suppliers and manufacturers as are still effective.

(11) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Declarant's records.

(12) Leases of the Common Elements, or in which the Association is lessor or lessee.

(13) Employment contracts in which the Association is one of the contracting parties.

(14) Service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Unit Owners have directly or indirectly an obligation or responsibility to pay some or all of the fee or charge of the person or persons performing the services.

(15) Other contracts in which the Association is one of the contracting parties.

4.3 Term. It is the Declarant's intent that following transfer of control of the Association to non-Declarant Unit Owners, the Board of Directors shall be elected for staggered terms so that approximately one-half (1/2) of the Directors shall stand for election at each annual meeting. Accordingly, at the first election of members of the Board of Directors at which the Unit Owners other than Declarant elect a majority of the Board of Directors, the candidate elected with the greatest number of votes shall be elected for a two (2) year term and the other candidate elected to the Board shall be elected for a one (1) year term. If more than two persons are elected to the Board in such first election, then the two (2) candidates receiving the most votes shall be elected for a two (2) year term and the remaining elected candidates shall be elected for a one (1) year term. Each member of the Board shall serve until he or she resigns, is removed from office, or his or her successor is duly elected and qualified.

4.4 Meetings of the Board of Directors. Meetings of the Board of Administration at which a quorum is present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board, subject to reasonable rules governing the tape recording and videotaping of meetings adopted by the Division of Florida Land Sales and Condominiums. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt reasonable rules governing the frequency,

duration, and manner of Unit Owner statements. Meetings of a committee to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the provisions of this paragraph. Meetings of a committee that do not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are not subject to the provisions of this paragraph.

(a) The organizational meeting of a newly elected Board of Directors shall be held within twenty (20) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected.

(b) Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

(c) Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of two-thirds (2/3) of the Directors.

4.5 Notice of Directors' Meetings.

(a) Notice of regular or special meetings shall be given to each Director, personally or by mail, telephone or facsimile at least forty-eight (48) hours prior to the time of the meeting stating the time, place and agenda items. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(b) Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one (1) of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use, will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the condominium property or association property upon which all notices of board meetings shall be posted. If there is no condominium property or association property upon which notices can be posted, notices of board meetings shall be mailed or delivered at least fourteen (14) days before the meeting to the owner of each unit. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.6 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum

is present shall constitute the act of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration of Condominium or these By Laws.

4.7 Adjourned Meetings. If at any meetings of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted.

4.8 Statement of Agreement or Disagreement. A member of the Board of Directors or of a committee may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

4.9 Presiding Officer. The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

4.10 Directors' Fees. Directors' fees, if any, shall be determined by the members of the Association; provided, Directors designated by the Sponsor shall never under any circumstances be entitled to Directors' fees. Any such compensation shall not be deemed to be a distribution of income of the Association.

5. Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and these By Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such is specifically required. Such powers and duties of the Directors shall include but not be limited to the following, subject, however, to the provisions of the Condominium Act, Declaration of Condominium, and these By Laws.

5.1 Assess. To determine, by specific action of the Board of Directors, the amount of all assessments to be assessed against members to defray the costs and expenses of the Condominium and to make and collect such assessments.

5.2 Disburse. To use the proceeds from assessments in the exercise of its powers and duties.

5.3 Maintain. To maintain, repair, replace and operate the Condominium properly.

5.4 Insure. To provide for insurance upon the Condominium Property and insurance for the protection of the Association and its members.

5.5 Reconstruct. To reconstruct improvements after casualty and further improve the Condominium Property.

5.6 Regulate. To make and amend by specification of the Board of Directors reasonable rules and regulations respecting the use of the property in the Condominium as provided in the Declaration.

5.7 Approval. To approve or disapprove those matters which require approval of the Association as provided in the Declaration of Condominium, including, the transfer, mortgage and ownership of Units.

5.8 Represent. By specific action of the Board of Directors, to authorize, represent, compromise, defend or prosecute, in the name of the Association, all actions and proceedings deemed necessary or appropriate in furtherance of the interests of the Association or the Unit Owners generally, including suits to foreclose liens, recover money judgments and eminent domain proceedings.

5.9 Management Contract. To contract for the maintenance and management of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgations of rules and execution of contracts on behalf of the Association. Such contract for the maintenance, management, or operation of the Condominium Property shall be subject to cancellation at the time and on the conditions as follows:

If the Unit Owners other than the Declarant have assumed control of the Association, or if Unit Owners other than the Declarant own not less than seventy-five percent (75%) of the Units in the Condominium, the cancellation shall be by concurrence of the Owners of not less than seventy-five percent (75%) of the Units other than the Units owned by the Declarant. If any such contract is cancelled under this provision and the Unit Owners other than the Declarant have not assumed control of the Association, the Association shall make a new contract or otherwise provide for maintenance, management or operation in lieu of the cancelled obligation at the direction of the owners of not less than a majority of the Units in the Condominium other than the Units owned by the Declarant.

5.10 Payment of Liens. To pay taxes, assessments, or other charges that are liens against any part of the Condominium Property other than individual Units.

5.11 Enforcement. To enforce by legal means provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the By Laws and any regulations adopted by the Association for the use of the Condominium Property.

(a) Each Unit Owner shall be governed by and comply with the Declaration, the Articles of Incorporation, and the By Laws of the Association, and any rules and regulations adopted thereunder (collectively the "Condominium Documents"). The provisions of the Condominium Documents shall be deemed to have been expressly incorporated into any lease of a Unit.

(b) Failure to comply with any of the terms of the Condominium Documents or amendments thereto shall be grounds for relief which may include, without limitation, an action for damages, injunctive relief, foreclosure of lien or any combination thereof, which relief may be sought by the Association or, if appropriate, by an aggrieved Unit Owner. The relief provided shall be in addition to that relief otherwise provided herein or by law.

(c) Notwithstanding the foregoing, and in addition thereto, the Board of Directors may impose reasonable fines upon a Unit Owner or its occupant, or both, for failure of a Unit Owner, occupant, tenant, guests, invitees, contractors or employees, to comply with any of the terms of the Condominium Documents or amendments thereto, provided the following procedures are adhered to:

(1) Notice: The party against whom the sanction is to be imposed shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days. The notice shall include:

- (i) A statement of the date, time and place of the hearing;
- (ii) A statement of the provisions of the Declaration, Association Articles or By Laws, or Association rules which have allegedly been violated; and,
- (iii) A short and plain statement of the matters asserted by the Association.

(2) Hearing: The alleged violation shall be presented to a committee of Unit Owners (the "Committee") after which the party against whom the sanctions may be imposed shall have an opportunity to respond, to present evidence, to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Committee. A written decision of the Committee shall be submitted to the Unit Owner not later than twenty-one (21) days after the hearing. If the Committee does not agree with the fine, the fine shall not be levied.

(3) Penalties: For each non-compliance or violation the Board of Directors may impose a fine not in excess of One Hundred Dollars (\$100.00). However, every day a non-compliance or violation is allowed to exist may be deemed another violation, provided that no such fine shall in the aggregate exceed One Thousand Dollars (\$1,000.00).

(4) Payment of Penalties: Fines shall be paid not later than ten (10) days after receipt of notice of the imposition or assessment of a fine.

(5) Collection of Penalties: If any fine is not paid when due, the Board of Directors may retain a collection agency or authorize legal proceedings to enforce payment and collection of the fine.

(6) Application of Penalties: All monies received from penalties shall be allocated as directed by the Board of Directors.

(d) In any proceeding arising because of an alleged violation or by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceedings and reasonable attorneys' fees.

(e) The failure of the Association or a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents or amendments thereto shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

(f) All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by the Condominium Documents, or at law, or in equity. However, any fine paid by the offending Unit Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law.

(g) Disputes arising from the operation of the Condominium among Unit Owners, the Association, or their agents and assigns may be settled by voluntary binding arbitration.

5.12 Utilities. To pay the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed directly to owners of individual Units.

5.13 Employment. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

5.14 Record of Mortgagees of Units. To maintain a book or other written record of all holders of mortgages upon each Unit. The holder of each mortgage shall be designated as either the "Institutional First Mortgagee" or not, as the case may be. Each Unit Owner must notify the Association of any mortgage on his Unit, and the name and address of the mortgagee, within five (5) days after entering into a mortgage on his Unit. This record shall be open to inspection or for copying by all Institutional First Mortgagees during normal business hours.

5.15 Limited Power to Convey Common Elements. The limited power to convey a portion of the Common Elements of the Condominium to a condemning authority for the purpose of providing utility easements, right of way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings, without the joinder or consent of Unit Owners or their mortgagees.

5.16 Certificate of Compliance. The Board shall have the authority to accept a certificate of compliance from a licensed electrical contractor or electrician as evidence of compliance of the Condominium Units with applicable fire and life safety codes.

6. Officers.

6.1 Officers and Election. The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptively removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary to properly manage the affairs of the Association.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and members' meetings.

6.3 Vice President. The Vice President shall in the absence or disability of the President exercise the power and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

6.4 Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager or management company employed by the Association.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments and shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager or management company employed by the Association.

6.6 Indemnification of Directors and Officers. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of these duties; provided that in the event of a

settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

7. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions.

7.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

(a) Current Expenses. Current expenses shall include all receipts and expenditures to be made within the year for which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall, to the extent not otherwise required, be applied to reduce the assessments for current expense for the succeeding year or to fund reserves.

(b) Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for the Association's maintenance items which occur less frequently than annually.

(c) Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Capital Improvements. Reserve to be used for capital expenditures for additional improvements or additional personal property that will be part of the Common Elements.

7.2 Budget. The Board of Directors shall adopt a budget for each fiscal year which shall include the estimated funds required to defray the current expenses and provide funds for reserves.

(a) The proposed annual budget of Common Expenses shall show the amount to be budgeted for each account or expense classification as may be required, including if applicable, administration of the Association, management fees, maintenance, rent for commonly used facilities, taxes, insurance, security other expenses, operating capital, reserves and fees payment to the Division of Condominiums.

(b) The budget shall include reserve accounts for roof replacement, building painting, pavement resurfacing, and any other item for which the deferred maintenance expense or replacement cost exceeds Ten Thousand Dollars (\$10,000.00), and such other accounts as may be established by the Board of Directors. The amounts to be reserved for each fiscal year shall be computed by dividing the estimated replacement cost of each item by the estimated remaining useful life of the item. Replacement reserves may be adjusted to take into account any extension of the useful life of a reserve item caused by deferred maintenance. The Association may elect for each fiscal year to provide no reserves or reserves less adequate than required by this subsection by a majority vote at a duly called meeting of the

Association. However, prior to turnover of control of the Association by the Declarant to Unit Owners, the Declarant may vote to waive the reserves for the first two (2) fiscal years of the operation of the Association (beginning with the fiscal year in which this Declaration is recorded), after which time reserves may only be waived or reduced upon the vote of a majority of all non-Declarant voting interests voting in person or by limited proxy at a duly called meeting of the Association. If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect. Reserve funds and any interest accruing thereof shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of a majority of the voting interests voting in person or by limited proxy at a duly called meeting of the Association. Prior to turnover of control of the Association by Declarant to Unit Owners other than Declarant, the Declarant-controlled Association shall not vote to use reserves for purposes other than as intended, without the approval of a majority of all non-Declarant voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

(c) A copy of a proposed annual budget of common expenses shall be mailed or hand delivered to each Unit Owner at the address last furnished to the Association not less than fourteen (14) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The Unit Owners shall be given written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the Unit Owners. If a budget is adopted by the Board of Directors which requires assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, then upon written application of ten percent (10%) of the Unit Owners within twenty-one (21) days of adoption of the annual budget, a special meeting shall be held upon not less than fourteen (14) days written notice to each Unit Owner, but within sixty (60) days after adoption of the annual budget, at which special meeting Unit Owners may consider and enact a revision of the budget upon the approval, of not less than a majority of the whole number of votes of all Unit Owners. The Board of Directors may in any event propose a budget to the Unit Owners at a meeting of members or by writing and if such budget or proposed budget be approved by the Unit Owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be reexamined by the Unit Owners in the manner hereinabove set forth. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of betterments, repair or replacement of the Condominium Property or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. Provided, however, that so long as the Declarant is in control of the Board of Directors the Board shall not impose an assessment for a year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of the Unit Owners. Evidence of compliance with this fourteen (14) day notice must be made by an affidavit executed by an officer of the Association or the

manager or other person providing notice of the meeting and filed among the official records of the Association.

7.3 Assessments. Assessments against the Unit Owners for their shares of the items of the budget shall be made in advance on or before fifteen (15) days preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors.

7.4 Delinquent Assessments; Interest and Late Fees. Assessments and installments on them which are not paid when due bear interest at the rate from time to time determined by the Board of Directors, but not less than twelve percent (12%), from the due date until paid. Also, the Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

7.5 Acceleration of Assessment Installments. If a Unit Owner shall be delinquent in the payment of an assessment, the Board of Directors may accelerate the assessments payable during the remainder of the budget year in which a claim of lien is filed, upon filing a claim of lien for the unpaid balance of such assessments. A notice of the accelerated assessments and a copy of the claim of lien shall be provided to the Unit Owner.

7.6 Depository. The depository of the Association will be such bank or banks in the County, as shall be designated from time to time by the Directors and in which the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the Directors. Provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

7.7 Audit. An audit of the accounts of the Association, if required by proper action of either a majority of all members or of the Board of Directors, or as required by law, shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

7.8 Annual Report. Within ninety (90) days following the end of the fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Unit Owner a complete financial report

of actual receipts and expenditures for the previous twelve (12) months or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles. The report shall show the amounts of receipts by accounts and receipt classifications. The amounts of expenditures shall be shown by expense classifications including, if applicable, costs for security, professional and management fees, taxes, cost of recreational facilities, utilities and refuse collection, lawn care and landscaping, building maintenance and repair, insurance, administrative and salary expenses and reserves for capital expenditures, deferred maintenance, and any other category of reserves maintained by the Association.

7.9 Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

8. Miscellaneous.

8.1 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium or these By Laws, or the Condominium Act.

8.2 Amendment. The By Laws may be amended by the approval of Unit Owners holding not less than two-thirds (2/3) of the total voting interests in the Association in the manner required by the Condominium Act. No amendment of these By Laws shall be valid until set forth in or annexed to an amendment of the Declaration of Condominium that has been executed on behalf of the Association by its President and Secretary and recorded in the Public Records of the County.

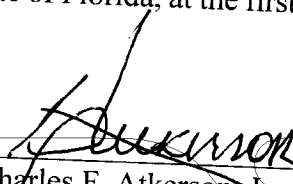
8.3 Association Fees. The Association may charge a reasonable uniform fee in connection with the changing of its records to reflect the transfer or lease of a Unit and when certifying the status of assessments, not to exceed One Hundred Dollars (\$100.00) per transfer or certification. The Association may also require a prospective tenant to place a security deposit in an amount not to exceed the amount of one month's rent into an escrow account maintained by the Association to secure the tenant's obligation to reimburse the Association for damage to the Common Elements or to pay fines for violations by the tenant or other occupants of the Unit.

8.4 Arbitration. Prior to the institution of court litigation, the Association and any Unit Owners who are parties to a "dispute" as defined in Florida Statutes §718.1255, shall petition for non-binding arbitration as set forth in said statute.

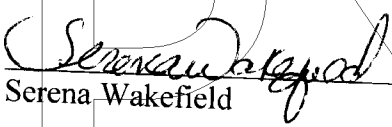
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The foregoing were adopted as the By Laws of Old Town Villages Condominium Association, Inc., a non-profit corporation under the laws of the State of Florida, at the first meeting of the Board of Directors on June 21, 2006.

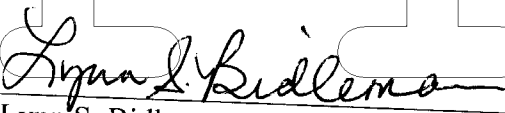
COO



Charles F. Atkerson, Jr.



Serena Wakefield



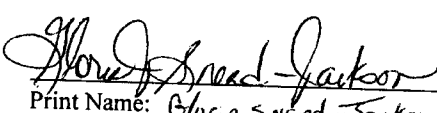
Lynn S. Bidleman


**JOINDER AND CONSENT
TO THE
DECLARATION OF CONDOMINIUM OF
OLD TOWN VILLAGES, A CONDOMINIUM**

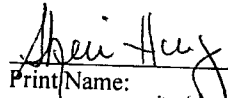
CNLBANK, a Florida banking corporation, whose address is Post Office Box 1546, Orlando, Florida 32802-1546, the holder of that certain Mortgage, Security Agreement and Financing Statement Securing a Development Loan given by Portofino of St. Augustine, LLC, a Florida limited liability company, recorded at Official Records Book 2339, page 191 and that certain Second Mortgage, Security Agreement and Financing Statement given by Portofino of St. Augustine, LLC, a Florida limited liability company, recorded at Official Records Book 2555, page 147, both of the Public Records of St. Johns County, Florida (the "Mortgage") hereby joins in the Declaration of Condominium of Old Town Villages, a Condominium (the "Declaration") for the purpose of subordinating the Mortgage to the terms and conditions of said Declaration.

Signed, sealed and delivered
in the presence of:

CNLBANK,
a Florida banking corporation


Print Name: Gloria Sneed Jackson

By: 
Name: LYNN E. VERMILYA
Title: Senior Vice President



Print Name: Sheri Huey

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 29th day of September, 2006 by Lynn E. Vermilya, the Senior Vice-President of CNLBANK, a Florida banking corporation, on behalf of the bank. He/she is personally known to me or has produced _____ as identification.



Danielle Favereau Burkes
MY COMMISSION # DD207329 EXPIRES
May 24, 2007
BONDED THRU TROY FAIN INSURANCE, INC.


Notary Public, State and County Aforesaid
3-24-07

Print Name _____
My Commission Expires: _____

EXHIBIT "G"