

**"Declaration of Covenants & Restrictions
For OLD MOULTRIE TOWNHOMES"**

This Declaration of Covenants is made this 22nd day of April, 2008 by LAB Investments, having an address at 3674 Beach Blvd., Suite 1A, Jacksonville, Florida 32207, (the "Declarant").

RECITALS

Whereas, Declarant is the owner of the real property known as OLD MOULTRIE TOWHOMES, according to the plat thereof recorded in the Public Records of St. Johns County, Florida, City of St. Augustine, property RE number 101650-0060, O.R. 2804 PG 1380-1380. Legal Description of the property is: A parcel of land in Government Lot 4, Section 36, Township 7 South, Range 29 East, St. Johns County, Florida, more particularly describes as follows: COMMENCE at the intersection of the Westerly right of way line of County Road 5-A (Old Moultrie Road), a 66 foot wide right of way as presently established, and the Southerly line of said Government Lot 4, said Southerly line also being the Northerly line of the Northeast ¼ of the Southeast ¼ of said Section 36.; thence South 87°44'00" West, assumed bearing on said Southerly line of Government Lot 4, a distance of 200.00 feet to the POINT OF BEGINNING of the parcel of land to be described: thence North 02°26'00" West, parallel to said Westerly right of way line of County Road 5-A, a distance of 130.00 feet; thence North 87°44'00" East, parallel to said Southerly line of Government Lot 4, a distance of 200.00 feet to said Westerly right of way line of County Road 5-A; thence North 02°26'00" West, along said Westerly right of way line, 300.00 feet; thence South 87°44'00" West, parallel to said Southerly line of Government Lot 4, a distance of 872.00 feet; thence South 02°26'00" East, parallel to said Westerly right of way line, 430.00 feet to said Southerly line of Government Lot 4; thence North 87°44'00" East, along said Southerly line, 672.00 feet to the POINT OF BEGINNING, containing 8.0110+- acres, more or less; herein referred to as the "Property": and

Whereas, Declarant desires to establish an association of owners within the Property which will maintain the property owned by such association and such other property as set forth in this Declaration, including property lying within the rights-of-way or easements owned by or dedicated to the City of St. Augustine, Florida and serving the residents of the Property and not being maintained by the City;

Now therefore, Declarant, in consideration of the premises and the covenants herein contained, and for the purpose of preserving the value and maintaining the desirability of the Property for the benefit of all owners of portions of the Property, hereby declares that the Property shall be subject to the covenants, restrictions, easements, reservations and liens herein established, which shall be covenants running with the land and which shall be binding upon and inure to the benefit of Declarant and its successors and assigns.

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ARTICLE I

DEFINITIONS

- 1.1 **“Definitions”** “Surface Water of 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, inhabit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.
- 1.2 **“Duties of Association”**. 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 District.
- 1.3 **“A.R.C.”** means the Architectural Review Committee of the Association as set forth in Article V hereof.
- 1.4 **“Architectural criteria”** means the Regulations from time to time adopted by the A.R.C. and approved by the Board of Directors pertaining to construction standards for improvements constructed within the Property.
- 1.5 **“Association”** means the OLD MOULTRIE TOWHOMES Association, Inc., a Florida not-for-profit corporation established for the purposes set forth herein, its successors and assigns.
- 1.6 **“Board”** or **“Board of Directors”** means the Association’s Board of Directors.
- 1.7 **“Common Areas”** means all real property from time to time owned by the Association or designated for ownership by the Association for the common use and enjoyment of all Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements.
- 1.8 **“Common Maintenance Areas”** means the Common Areas, if any, and the entrance monuments, drainage facilities and detention ponds, esplanade and right-of-way landscaping and such other areas the maintenance of which has been designated by this Declaration or the Board of Directors of the Association as an Association responsibility for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the residents.
- 1.9 **“Declarant”** means LAB Investments, Inc., a Florida corporation, its successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.
- 1.10 **“Declaration”** means this Declaration of Covenants and Restrictions for OLD MOULTRIE TOWHOMES and any amendments and annexations thereto.
- 1.11 **“Legal Documents”** collectively means this Declaration of Covenants and Restrictions and any supplemental declarations made in accordance herewith, as amended from time to time, the Association’s Articles of Incorporation (the “Articles”) and the Association’s By-Laws (the “By-Laws”), as the same may be amended from time to time.
- 1.12 **“Law”** means any statute, ordinance, rule, regulation, or order adopted or enforced by the United States of America, or any agency, officer or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality, or political subdivision thereof.
- 1.13 **“Lot”** means any plot of land shown on the Plat or any subsequently recorded subdivision plat of the Property, which is designated thereon as a lot, excluding any areas designated as Common Areas or for utilities or drainage uses or dedicated to public use.
- 1.14 **“Mortgage”** means any mortgage, deed of trust, or other instrument validly transferring any interest in any Lot, or creating a lien upon any Lot, in either case as security for performance of an obligation, the term “Mortgage” does not include judgments, involuntary liens, or liens arising by operation of Law. “First Mortgage” means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.
- 1.15 **“Mortgagee”** means the Person(s) named as the obligee under any Mortgage, or the successor in interest to any such Person, including the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Authority and similar guarantors or insurers of First Mortgages.
- 1.16 **“Owner”** means the record owner, whether one or more Persons, of the fee simple title to any Lot, including contract sellers, but excluding contract buyers and any Person holding such FCC simple title merely as security for the performance of an obligation. Declarant is an Owner as to each Lot owned by the Declarant.
- 1.17 **“Person”** means any person or entity having legal capacity.

- 1.18 **“Plat”** means that subdivision plat of OLD MOULTRIE TOWHOMES recorded in Plat Book 10566, Page 2024, Map Panel 505A2, of the Public Records of Duval County, Florida and the recorded plat of any lands made subject to the provisions of this Declaration pursuant to the provisions hereof, and any amendments thereto.
- 1.19 **“Property”** means the lands in Duval County, Florida described on Exhibit “A” attached to this Declaration together with all other lands that hereafter may be made subject to the provisions of this Declaration in the manner provided herein.
- 1.20 **“Regulations”** means any rules and regulations regarding the use of the Property duly adopted by the Association in accordance with the Legal Documents, including the Architectural Criteria.
- 1.21 **“Unit”** means any residential dwelling situated upon any Lot.
- 1.22 **“Work”** means the initial development of all or any portion of the Property as a residential community by the construction and installation of streets, utility systems, community facilities, buildings, and other improvements, and the sale, lease, or other disposition of the Property in parcels, but does not include the construction of Units except when constructed by Declarant. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

ARTICLE II

OLD MOULTRIE TOWHOMES Homeowner's Association, Inc.

2.1 **The Association.** The Association is or shall be a nonprofit corporation. The Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted by the Declaration, The Articles, or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and Areas of Common Responsibility. Neither the Articles nor the Bylaws shall be amended or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this declaration shall prevail. The officers and directors of the Association shall be required to be either (1) a Member of the Association, or (2) an agent of Declarant. The Board, and such officers as the Board may appoint, shall conduct the affairs of the Association.

2.2 **Membership.** Each Owner (including Declarant) shall be a member of the Association and is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whereupon the membership of the previous Owner automatically terminates. No Person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot; provided however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

2.3 **Voting Rights.** All Owners shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot. All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article II or for a period not to exceed sixty (60) days, if the owner is in default or under the Bylaws or Rules and Regulations of the Association and such suspension shall apply to the proxy authority of the voting representative, if any.

(a) **Class “A”.** Class “A Members shall be all Owners, with the exception of Declarant for so long as Declarant retains Class “B: voting rights. Each Class “A” Member shall have one (1) vote for each lot owned by that member.

(b) **Class “B”.** The sole Class “B: Member shall be the Declarant. Declarant may assign, in whole or in part, its Class “B” membership. Declarant shall be entitled to three (3) votes for each Lot in the Property owned by Declarant or its affiliates, plus three (3) votes for each potential subdivision lot that has not yet been annexed but which could be developed upon the lands eligible for annexation to the Property under the terms of the Declaration.

© **Termination of Class “B” Membership.** As each lot in the Property is conveyed by Declarant to a Class “A” Member, Declarant’s votes for that Lot shall lapse. The Class “B” membership shall and terminate and become converted to Class “A” membership upon the earlier of the following.

(i) When the total outstanding Class “A” votes in the Association equals or exceeds the total outstanding Class “B” votes; or

(ii) Ten (10) years from the date of recording this Declaration.

(iii) At such earlier time as Declarant, in its sole discretion, may so elect.

Upon the happening of any one of these events, Declarant shall call a special meeting of the Members to advise the termination of Class “B” membership.

(d) Transition of Control. Any other provision of this Article III to the contrary notwithstanding, Owner other than Declarant shall be entitled to elect as least a majority of the members of the Board of Directors not later than three (3) months after ninety percent (90%) of the Lots in all phases of Old Moultrie Townhomes that will or may ultimately be operated by the Association have been conveyed to Owners. Declarant shall be entitled to elect at least one member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of Old Moultrie Townhomes. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

2.4 Inspection of Records. All books, records, and papers of the Association will be open to inspection and copying during reasonable business hours by any Owner and by Declarant, so long as Declarant is a member of the Association. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association also will furnish to any such Person copies, (certified, if requested) of any of its books, records, and other papers, although the Association may make a reasonable uniform charge for such copies and certification. The Declaration, Articles and By-Laws must be available for inspection by any Owner or the Declarant at the Association's principal office, where copies also may be purchased at a charge to cover reproduction costs.

2.5 Extraordinary Action. The Association's Articles of Incorporation provide that certain actions of the Association as described in the Articles require the approval of a super-majority of the members. In addition, any such action shall require the written approval of the Declarant for so long as the Declarant is a member of the Association.

2.6 Amplification, the members of the Association shall elect the Board of Directors of the Association, who shall manage the affairs of the Association. The Board of Directors shall appoint officers of the Association to administer the operation of the Association's Articles and By-Laws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Declarant intends that the provisions of this Declaration and the Articles and By-Laws be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

2.7 Assessments Established. For each Lot within the Property, Declarant covenants, and each Owner by acceptance of a deed or other conveyance of record title to a Lot, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association, an annual maintenance assessment, special assessments including special assessments for property taxes levied and assessed against the Common Areas, specific assessments against a particular Lot that are established pursuant to any provisions of the Legal Documents (all as hereinafter described) , and all taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

2.8 Annual Maintenance Assessments.

(a) General. The annual maintenance assessments levied by the Association must be used exclusively to promote the recreation, health, and welfare of the residents and occupants within the Property, and for the operation, management, maintenance, repair, renewal and replacement of the Common Areas and the common Maintenance Areas (including maintenance of adequate reserves), the payment of taxes and insurance only in regard to the common areas/and or the common maintenance area, and for the performance of the Association's duties under the Legal Documents. The annual assessment shall be used to fund all general activities and expenses of the Association incurred in the administration of the powers and duties granted under the Legal Documents and pursuant to Law including the maintenance of adequate reserve accounts.

(b) Amount.

(i) Until January 1 of the year immediately following the recording of this Declaration, the maximum annual maintenance assessment shall be Twelve Hundred Dollars (\$1200.00) Payable in monthly installments on the first day of each month, for each fully assessable Lot. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(ii) Commencing with the fiscal year beginning January 1 of the year immediately following the recording of this Declaration and each year thereafter, the Board of Directors, at its annual meeting next preceding such date, shall set the amount of the maximum annual maintenance assessment for the following year for each Lot, provided that maximum annual maintenance assessment may not be increased more than fifteen (15%) above the maximum annual maintenance assessment for the previous year unless approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened as provided hereunder. A quorum of sixty percent (60%) of the Association's

membership shall be required at such meeting. If that quorum requirement is not met, a second meeting may be called at which the quorum shall be one-third of the membership. The amount of the annual maintenance assessment shall be determined annually by the Board of Directors, subject to the limitation of the maximum annual maintenance assessment then in effect. Written notice of such assessment shall be given to every Owner, but the failure to give such notice will not invalidate an otherwise proper assessment. In the absence of Board action the annual maintenance assessment then in effect will continue for the next fiscal year, or until a new budget is adopted. The annual maintenance assessment shall be due and payable in twelve (12) equal payments on the first day of each month.

(c) Commencement of Annual Assessment. The annual assessment begins as to all Lots within the Property on the first day of the month following the recordation of this Declaration. If the operation of this Declaration is extended to Additional Lands, as provided herein, then the annual assessment begins against all Lots within each such extension on the first day of the first month following the recording in the public records of an amendment to this Declaration extending its operation to such additional lands. The first annual assessment against any Lot shall be prorated according to the number of months then remaining in the fiscal year.

(d) Working Capital Fund. The Association shall establish a working capital fund to provide for unforeseen expenditures and which will be funded as set forth in this subparagraph. Upon the initial transfer of title of a Lot to an Owner (excluding transfer to the Declarant or Persons in the business of constructing improvements on Lots for resale purposes), the transferee shall pay to the Association a working capital contribution equal to two months of the then current annual maintenance assessment. This capital contribution shall not be considered as an advance payment of the annual maintenance assessment. Each transferor agrees to collect the working capital contribution at the closing of the sale to such owner and to promptly pay the same to the Association. The Association may at any time utilize these contributions for any purpose permitted by the Legal Documents, including normal operating expenses.

2.9 Special Assessments. the Association may levy special assessments payable in one or more installments applicable to that year only for the purpose of defraying, in whole or in part, any expense that is not reasonably expected to be incurred on a regular basis, or the cost of any purchase of additional real property for the use and benefit of Owners, or construction, reconstruction, renewal, repair, or replacement of a capital improvement; provided that such assessment is approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

2.10 Property Taxes. The Association shall timely pay all ad valorem real estate taxes, special assessments other taxes, if any, levied on the Common Areas, and shall assess each Owner for the cost thereof as provided in paragraph 2.7 hereof. The amount of the assessment shall be determined by dividing the amount of such taxes by the number of Lots within the Property. At the Board's discretion, such assessment may be payable in a lump sum within thirty (30) days after notice or all or any portion thereof may be assessed as a part of the annual maintenance assessment described above. Each year the Board shall determine, within forty-five (45) days after receiving notice of the amount of taxes due, whether such assessment shall be levied, and its amount.

2.11 Specific Assessments. Any indebtedness of an Owner to the Association arising under any provision of the Legal Documents, including any indemnity, or by contract express or implied, or because of any act or omission of the Owner or any occupant of such Owner's Lot, or arising by reason of any Owner's failure to properly maintain those portions of the exterior of his Lot and Unit as herein provided, also may be assessed by the Association against the Owner's Lot after the Owner fails to pay it when due.

2.12 Uniformity of Assessments. Except as provided in paragraph 2.7(e), the annual maintenance assessment and any special assessments must be uniform throughout the Property, except that Declarant's lots shall not be assessed until a certificate of occupancy is issued for the improvements made upon the specific lot.

2.13 Certificate of Payment. The Association shall furnish to any interested Person a certificate signed by an officer of the Association setting forth whether assessments against a specific Lot has been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of issuance.

2.14 Lien for Assessments. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, shall become a lien on such Lot in favor of the Association upon the recording of a claim of lien signed by an officer of the Association. The Association may record a claim notice of lien against any Lot when any assessment is delinquent. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such Lot when the assessment fell due. The personal obligation for delinquent assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing.

2.15 Remedies of the Association.

(a) **Personal Obligation.** Any assessment not paid within 30 days after its due date bears interest from the due date, at the rate established from time to time by the Board of Directors, not to exceed the maximum lawful rate from time to time permitted under the laws of the State of Florida, nor to be less than ten percent (10%) per annum. The Association may bring an action at law against any Owner personally obligated to pay such assessment, or foreclose its lien against the Lot. No Owner may waive or otherwise escape liability for the Association's assessments by non use of the Common Areas or by abandonment of such Owner's Lot, or for any other reason except as determined by a court of competent jurisdiction. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien, or its priority.

(b) **Foreclosure.** The Association's lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees and any assessments against the Lot that become due during the period of foreclosure. All such costs and expenses and assessments are secured by the lien foreclosed. The Association has the right to bid at the legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, encumber, and otherwise deal with such Lot as an owner, but for purposes of resale only.

2.16 **Subordination of Lien.** The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage, unless the Association's lien was recorded prior to the recording of the Mortgage. Sale or transfer of any Lot does not affect the assessment lien, in accordance with the Association's normal assessment procedures. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from the Association's lien. The Association shall report to any First Mortgagee of a Lot any assessments remaining unpaid for more than 30 days and shall give such First Mortgagee 30 days in which to cure such delinquency before instituting foreclosure proceedings against such Lot, provided the First Mortgagee has given the Association written notice of its mortgage, designating by a proper legal description the Lot encumbered and stating the address to which notices shall be given. Nothing herein shall be construed to impose on the First Mortgagee any duty to collect assessments.

ARTICLE III

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

3.1 **Purpose of Maintenance Fund.** The Board, for the benefit of the Owners, shall provide and shall pay for out of the maintenance fund provided for in Article II above the following:

- (a) Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.
- (b) Care and preservation of the common Maintenance Areas.
- (c) The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or the manager.
- (d) Legal and accounting services.
- (e) A policy or policies of insurance insuring the Association against any-liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article IV.
- (f) Workers compensation insurance to the extent necessary to comply with any applicable laws.
- (g) Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.
- (h) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

- 3.1a **Purpose and Power of the Association.** The Association shall operate, maintain and manage the surface water or stormwater management system(s) in the manner consistent with the St. Johns River Water Management District permit # _____ requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.
- 3.1b **Dissolution** 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 must be transferred 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.
- 3.1c **Existence and Duration** Existence of the Association shall commence with the filing of these Articles of Incorporation with Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.
- 3.2 **Powers and Duties of Board.** The Board, for the benefit of the Owners, shall have the following general powers and duties in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:
- (a) To execute all declarations of ownership for tax assessment purposes with regard to the common Areas. If any, on behalf of all Owners.
 - (b) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.
 - (c) To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.
 - (d) To protect or defend the Common Areas and the Common Maintenance Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.
 - (e) To make reasonable rules and regulations for the operation of the Common Maintenance Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Owners, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portions affected (without limiting the generality of the foregoing language, the rules and regulations may provide for limitations on use of common recreational areas, if any, during certain periods by minors, visitors or otherwise)
 - (f) To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.
 - (g) To adjust the amount, collect and use any insurance proceeds to repair damaged property or replace lost property, and if proceeds are insufficient to repair damages or replace lost property, to assess the Owners proportionate amounts to cover the deficiency.
 - (h) To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.
 - (i) To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.
- 3.3 **Maintenance Contracts.** The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.
- 3.4 **Covenant for Maintenance Assessments for Association.** Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.
- 3.5 **Swale Maintenance** The Developer has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practice, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repair and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage

Swale is located.

ARTICLE IV

COMMON AREAS

4.1 Title to Common Areas and Owner's Easements of Enjoyment. The Declarant will convey or cause to be conveyed to the Association, the title to the Common Areas, at such time as in its sole discretion it deems appropriate, but not more than one year following substantial completion of construction of the last home in the subdivision. Every Owner and his lessees have a nonexclusive right and easement of enjoyment in and to the Common Areas that is appurtenant to, and passes with, the title to every Lot, subject to the easements and other property rights granted in this Article and to the following:

(a) Dedication-Mortgage. The Association's right to mortgage the Common Areas or to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members of the Association. Such dedication, transfer or mortgage must be approved by at least two-thirds (2/3) of each class of members at a meeting duly convened for such purpose, and shall be evidenced by a recorded certificate of the Association executed by the Association with the formalities from time to time required for a deed under the laws of the State of Florida. Further, such dedication, transfer or mortgage shall be subject to any easement for ingress or egress previously granted to an Owner or required by an Owner for access to a Unit.

(b) Rules and Regulations. The Association's right to adopt, alter, amend, rescind, and enforce reasonable Regulations governing the use of the Common Area, as provided herein.

(c) Legal Documents. The provisions of the Legal Documents and all matters showed on any plat of all or part of the property.

(d) Suspension. The right of the Association to suspend the right of use of the Common Areas (except private streets or rights-of-way providing access to Lots) and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid: and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations or the Legal Documents.

(e) Easements. The right of the Declarant and, following the conveyance of the Common Areas to the Association, the Board of Directors of the Association to grant easements for Utilities or drainage across all or any part of the Common Areas.

(f) General. Real estate taxes and special assessments levied by governmental authorities having jurisdiction over the Common Areas and restrictions, limitations, easements of record.

The foregoing easement is limited to using the Common Areas for their intended purposes in a reasonable manner, and with respect to any particular use or activity, it is limited to those portions of the Common Areas from time to time improved or otherwise suitable for such use or activity.

4.2 Association to Hold. The Association shall own all Common Areas and assume all maintenance obligations with respect to any Common Areas, which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area.

4.3 Liability Insurance. From and after the date on which title to any Common Areas vests in the Association, the Association shall purchase and carry general comprehensive public liability insurance for the benefit of the Association and its members, covering occurrences on the Common Areas. The policy limits shall be as determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of members, Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties.

4.4 Condemnation. In the event of condemnation or a sale in lieu thereof all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the Association determines that the funds cannot be used in such a manner due to the lack of available land for additional Common Areas or for whatever reason, any remaining funds may be distributed to each Owner on a pro rata basis.

4.5 All Rights and Easements Appurtenant. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, unless this Article expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public. Any Owner may delegate his right of enjoyment and other rights in the Common Areas to any Persons from time to time lawfully occupying such Owner's Lot. Any delegation is subject to the Association's Regulations.

4.6 Easement for Access and Drainage. 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 any lot 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.

4.7 Vegetative Natural Buffer. There shall be set aside a permanent vegetative buffer ("Buffer") _____ wide, over that portion of the property show on the plat as _____ (or other description). This buffer extends across lots _____. The Buffer is part of the surface water management system permitted by the St. Johns River Water Management District. The purpose of this Buffer is to detain and treat stormwater prior to drainage offsite; therefore, the area must be maintained with a dense vegetative cover. Filling and placement of impervious surface (other than fencepost) are prohibited within the Buffer.

4.8 Regular Maintenance, Repair and Replacement The association shall be responsible for regular repair and maintenance of those particular Common Structural Elements that also constitute Exterior Multi Unit Building Surfaces, including maintenance for normal wear and tear, and replacement at the end of the useful life thereof. The cost of reasonable regular repair, maintenance and replacement of such Exterior Multi Unit Building Surfaces shall be paid from Association reserves for which the Association shall budget and collect as part of the Annual Assessments, as set forth in this Declaration. Such maintenance and repair shall be performed by the Association. Notwithstanding anything herein to the contrary, the Association shall not be responsible for reconstruction, repair or maintenance of Exterior Multi Unit Building Surfaces or Common Structural Elements, damaged by fire, storm or other casualty or for the reconstruction, repair or maintenance of which is otherwise covered by an Owner's homeowner's insurance policy or other insurance covering the Dwelling Unit. However, each Owner shall be responsible to install and maintain all interior surface coverings (e.g., paint, wallpaper, carpeting, tile, ceiling surfaces) as to any Common Structural Element with the Owner's Dwelling Unit

ARTICLE V

ARCHITECTURAL CONTROL

5.1 Architectural Review Committee. The Declarant shall initially appoint, and thereafter the Association shall maintain, a standing committee identified as the Architectural Review committee, (the "A.R.C.") composed of three or more persons who need not be Owners. The A.R.C. may retain the services of an architect or landscape architect (the "Professional Advisor") to assist the A.R.C. in the performance of its duties under the Legal Documents. In the absence of specific action appointing members of the A.R.C., the Board of Directors shall be the committee Members. The Declarant shall retain the right to appoint the A.R.C. members until the first to occur of a) the sale by Declarant of all the Lots in the Property or b) ten (10) years from the date this Declaration is recorded. Thereafter the Board of Directors of the Association shall appoint the A.R.C. members. Any reference in the Legal Documents to architectural approval by the Association shall be deemed to require the approval of the A.R.C. No member of the committee shall be entitled to compensation for services performed, except that the Professional Advisor, if any, shall be paid a uniform reasonable fee approved by the Board of Directors of the Association, plus any actual expenses incurred in the performance of their duties. The fee and an estimation of expenses as determined by the A.R.C. shall be paid by the applicant for approval at the time the application is submitted as hereinafter provided.

5.2 A.R.C. Authority. Unless the Declarant is designated by this Declaration to regulate a particular item, the A.R.C. has full authority to regulate the use and appearance of the exterior of the Property to: (a) assure harmony of external design and location in relation to surrounding buildings and topography; (b) protect and conserve the value and desirability of the Property as a residential community; (c) maintain, to the extent reasonably practical, the exterior design, appearance and landscaping of the improvements located on the Property in substantially the same appearance and condition as existed at the completion of construction of the approved Units, subject to normal wear and tear that cannot be avoided by normal maintenance; and (d) maintain compatibility of external appearance among the improvements located on the Property. The power to regulate includes the power to prohibit, and require the removal of (when constructed without A.R.C. approval), those exterior appearances, uses or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. The A.R.C. may adopt, rescind, and amend reasonable rules and regulations (the "Architectural Criteria") in connection with the foregoing; provided, however, such rules and regulation: (i) shall be consistent with the provisions of this Declaration; and (ii) if the Board of Directors has not constituted itself as the A.R.C., shall have been approved by the Board of Directors before taking effect. Violations of the committee's rules and regulations shall be enforced by the Board of Directors in the name of the Association.

5.3 A.R.C. Approval. Except for all construction relating to the Work and items installed by Declarant as part of the Work, no building, fence, wall, outbuilding, landscaping or other structure or improvement shall be erected, altered, added on to upon any portion of the Property without the prior written consent of the A.R.C. The foregoing requires the A.R.C.'s prior approval for any and all construction, changes (including color changes), alterations, additions, reconstruction, improvements, or of any nature whatsoever on any Lot or to the exterior of a~ Unit within the Property unless any structure, use, or activity is expressly permitted by the Architectural Criteria.

5.4 **Submission of Plans.** Prior to the initiation of construction upon any Lot, the Owner thereof shall first submit to the A.R.C. a complete set of plans and specifications for the proposed improvements, including site plans, grading plans, floor plans depicting room sizes and layouts, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the A.R.C. for the performance of its function. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates.

5.5 **Plan Review.** Upon receipt by the A.R.C. of all of the information required by this Article V, it shall have 30 days in which to review said plans. The proposed improvements will be approved if, in the sole opinion of the A.R.C.: (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or cross platted building set back lines; (iii) the improvements will not result in the reduction in property value or use of adjacent property; and (iv) the improvements will be substantially completed, including all cleanup, within six (6) months of the date of commencement (twelve (12) months for the construction of a complete house). In the event that the A.R.C. fails to issue its written approval within fourteen (14) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the A.R.C.'s approval shall be deemed to have been granted without further action. All approvals shall terminate in one year.

5.6 **Non-conforming Structures.** If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article V to the same extent as if erected without prior approval of the A.R.C. The A.R.C., the Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

3.7 **Inspection.** The A.R.C. or its designate shall inspect the construction after completion to assure compliance with the approved plans and specifications and shall issue a certificate of compliance if the improvements substantially comply with the approved plans and specifications and any non-compliance does not materially violate the provisions of this Declaration or the Architectural Criteria, if the A.R.C. refuses or is unable to issue a certificate of compliance, then it shall report to the Board of Directors specifying the matters of non-compliance. The Board of Directors shall consider the matters of non-compliance and shall afford the affected Owner or his representative an opportunity to be heard regarding such matters following reasonable notice of the meeting at which these matters will be considered. The Board of Directors shall thereafter issue a directive excusing the non-compliance or requiring the Owner to correct the non-compliant items.

5.8 **Limited Liability.** In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Declarant or the Association neither the Declarant, the A.R.C. members, the Board of Directors, the Professional Advisor nor the Association shall be liable to an Owner or such other Person and arising out of or in any way related to the subject matter of any such reviews, inspections, consents or required approvals, whether given, granted or withheld. The Association shall defend any action brought against the A.R.C. or any member thereof arising from acts or omissions of the A.R.C. committed in good faith and without malice.

5.9 **Address for Notice.** Requests for A.R.C. approval or correspondence with the A.R.C. shall be addressed to OLD MOULTRIE TOWHOMES Architectural Review Committee and mailed or delivered c/o LAB Investments, Inc., at 3674 Beach Blvd., St. Jacksonville, Florida 32207, or such other address as may be designated from time to time by the A.R.C. No correspondence or request for approval shall be deemed to have been received until actually received by the A.R.C. in form satisfactory to the A.R.C.

ARTICLE VI

EASEMENTS

6.1 **Utility Easements.** The Declarant hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Property owned by Declarant for ingress and egress, and for the installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, cable television. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on or in such easements.

6.2 **Declarant's Easement of Correct Drainage.** Declarant hereby reserves a blanket easement on, over and under the ground within the Property (except at the location of approved Units and paved driveways) to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant to correct or maintain any drainage facilities within the Property. Upon sale of all lots, the Association shall have the right to exercise the easements described herein.

6.3 **Easement for Unintentional Encroachment.** The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Area caused by or resulting from,

construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching property to the extent of such encroachment.

6.4 Entry Easement. In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency, the Association shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonable necessary for the property maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed as a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

6.5 Drainage and Conservation Easements. Easements for installation and maintenance of utilities, storm-water retention/detention ponds, and/or a conservation area are reserved as may be shown on the recorded subdivision plat. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction or flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible. The Association shall not interfere, improve, alter or infringe upon conservation easements unless such act is permitted by the governing regulatory agency or such easement is abandoned, surrendered or legally expires.

ARTICLE VII

USE AND OCCUPANCY

7.1 Residential Use. All Lots and dwellings shall be used and occupied for single family residence purposes. No Lot or dwelling may be used for commercial, institutional or other nonresidential purpose if such use involves the regular attendance or entry of non-residents upon the Lot or otherwise diminishes the residential character of the Lot or neighborhood. This prohibition shall not apply to "garage sales".

7.2 Rezoning Prohibited. No Lot shall be rezoned to any classification allowing commercial, institutional or other nonresidential use without the express consent of the Association and Declarant, which may be withheld in Declarant's sole discretion. Declarant or the Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.

7.3 Occupancy and Leasing Restrictions. Each of the Units shall be occupied only by the Owner or Lessee of a Unit, members of their family, their servants and nonpaying social guests. Entire units may be rented provided the occupancy is only by the lessee and the members of their family, servants and nonpaying social guests. The Owner must notify the Association in writing within ten (10) days of commencement of a lease, of the name of the tenant, the term of the lease, and the forwarding address of the owner. The 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 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. Special assessments may be levied against the Lot for such amounts. No rooms may be rented and no transients may be accommodated in a Unit. No lease may be for a period of less than six months without the approval of the Association.

7.4 Animals. No livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that caged birds and other common household pets may be kept by the occupants of each Unit subject to the Association's Regulations, provided such pets are not kept, bred or maintained for any commercial purpose and provided further that such pets are neither dangerous nor a nuisance to the residents of the Property.

7.5 Storage of Fuel Tanks, Garbage and Trash Receptacles. All above ground tanks, cylinder or containers for the storage of liquefied petroleum, gas or other fuel, garbage or trash, must be approved by the A.R.C. and shall be screened from view from adjacent Lots and any street. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the Unit, or in refuse containers concealed from view, and in accordance with the Association's Regulations. No fires for burning of trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way.

7.6 Sewage Disposal and Water Service. All potable water and sewage facilities and service to the Property shall be supplied by the central water supply and sewage system providing service to the Property. No well of any kind shall be dug or drilled on the Property without the prior approval of the A.R.C., and then only for the purpose of providing landscape irrigation. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the lakes. No water from air conditioning systems or swimming pools shall be discharged into the wetlands, canals or lakes. There is a non-exclusive perpetual easement, in, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purpose of installation, maintenance and operation of water, drainage and sewage facilities.

7.7 Signs. No sign of any kind shall be displayed to public view within the Property except address signs approved by the A.R.C. and other signs described in this subparagraph. One approved lawn sign of not more than four (4) square feet in size advertising a Lot for sale or rent may be maintained on the Lot which is for sale or rent. No offsite directional or other sign advertising a Lot for sale or rent is permitted. An Owner

on his Lot advocating the election of one or more political candidates or the sponsorship of a political party may erect not more than two (2) political signs.

7.8 Window Coverings and Air Conditioners. Without the prior written approval of the A.R.C., no aluminum foil, tinted glass or other reflective material shall be installed or maintained on any windows of a Unit. No window air conditioning units shall be permitted in view of the street.

7.9 Wetlands.

(a) General. No owner shall have the right to pump or otherwise remove any water from any lake, stream, pond, lagoon, marsh or other wetlands situated in whole or in part upon the Property. The Association may apply for proper permits to drain for the purpose of irrigation or other use notwithstanding that all or a portion of such wetlands may be located within a Lot. Subject to drainage easements to the City of St. Augustine, Florida, and any applicable regulatory agencies, the Association shall have the sole and absolute right to control the water level and quality of such lakes and wetlands and to control the growth and eradication of plants, animals, fish and fungi in any such lakes and wetlands. The height, grade and contour of any lake embankment shall not be changed without the prior written consent of the Association. No docks, moorings, pilings, bulkheads or other structures shall be constructed on such embankments without written consent of the Association and the A.R.C.

(b) Recreational Use. No swimming, bathing, boating or similar activity is permitted in any lake or wetland.

(c) Governmental Permits. Reference is made to the St. Johns River Water Management District ("SJRWMD") application no. _____ and any permits, which are issued, for OLD MOULTRIE TOWHOMES. No construction of improvements and no dredging or filling activities are permitted water ward of the jurisdictional limit lines except as allowed by issued permit and as may be allowed by future permits. The foregoing provisions may be enforced by the SJRWMD and may not be amended without the approval of the SJRWMD.

7.10 General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored, or emitted, within the Property in violation of law. No noxious, destructive, or offensive activity is permitted within the Property, nor shall anything be done within the Property that may constitute a nuisance to any other Person lawfully occupying any Lot. Each Owner shall defend, indemnify, and hold the Association and other Owners harmless against all loss from damage or waste caused by such Owner, or by any occupant of such Owner's Lot. Notwithstanding the foregoing, or any other provision of the Declaration to the contrary, an Owner's liability to the Association for unintentional acts or omissions is limited to the available proceeds of any and all insurance maintained by such Owner or the Association if, at the time of such act or omission, such Owner or the Association has insurance in force complying with the requirements of this Declaration. Collection of such proceeds is at the Association's risk. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of any unintentional act or omission for which such Owner is responsible under this paragraph.

7.11 Construction Standards. Lots may only be improved by the construction thereon of a Unit in accordance with plans and specifications for such Unit approved by the Declarant or by the A.R.C. in accordance with the procedures described in Article VIII hereof. All exterior materials and appearances must be approved by the A.R.C. The A.R.C. is authorized to require that all-exterior surface of Units, including without limitation porches, lanais and chimneys shall be of specifically designated materials.

7.12 Size Limitations. The Units constructed on each Lot shall be a minimum of 1750 square feet, to ensure the value of the homes in the subdivision. Any home being replaced due to fire, acts of nature, or catastrophic circumstances, shall submit its plan to the A.R.C. for approval prior to the commencement of building.

7.13 Other Structures. Without the prior written approval of the A.R.C., no tents, sheds, trailers, tanks, storage buildings, clothes lines, arbors, gazebos, or structures of any type, whether similar or dissimilar to those herein enumerated and whether intended to be temporary or permanent, may be erected on a Lot, except that children's play structures and swimming pools may be located in the rear yard of without A.R.C. approval.

7.14 Landscaping. Landscaping must be maintained in a manner consistent with the overall aesthetic intent of the Declarant.

7.15 Fences.

(a) General. No fence or wall may exceed six feet in height. No chain link, razor wire fence, barbed wire or other forms of wire fences are permitted, except that decorative wrought iron or other metal fences may be approved by the A.R.C.

(b) Preservation of Easement Rights. Specific reference is made to the easements shown on the plat and reserved in this Declaration. No fence, wall, or other improvements that interfere with exercise of these easement rights may be constructed, or maintained in these easement areas. Any improvements or landscaping located in these easement areas are subject to removal at the expense of the Owner of the Lot when requested by the grantee of the easement.

7.16 Setback Lines. Setback lines shall be established by Declarant and not altered without approval of the A.R.C. The setback lines are: (a) front – _____ feet from property line (b) side lot lines – _____ feet (c) rear lot line – _____ feet.

7.17 Recreational and Commercial Vehicles: No commercial vehicles, boats or trailers of any type shall be permitted to be placed on any lot subject to these covenants. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair between the paved road and residential structures. No automobiles, trailers, or boats shall be parked in the roadways or on the right of ways adjoining the lots. For purposes of this paragraph, a vehicle which is a ¾ ton or less truck used as transportation to and from the lot owner's transportation shall not be considered a commercial vehicle. No travel trailers or motorized homes shall be permitted unless approved by the A.R.C. Said approval shall be in writing and shall specify the location, size and placement of such motorized home or travel trailer. The decision to grant such exception is discretionary with the A.R.C. and shall be capable of being withdrawn should the lot owner to whom such exception is granted fail or refuse to comply with the terms and conditions set forth by the A.R.C. The decision to grant such exception is discretionary with the A.R.C. and the decision to not grant such an exception shall not be subject to judicial review.

ARTICLE VIII

OPERATION AND EXTENSION

8.1 Effect Upon Additional Lands. With respect to the Additional Lands, if any such lands are assumed by the development, the provisions of this Declaration are not self-executing and shall be of no legal force and effect unless from time to time extended to all or any portion of the Additional Lands by a recorded amendment to this Declaration, that declares all or a part of the Additional Land to be subject to the provisions hereof. Declarant agrees that all extensions shall be in accordance with the general plan of development established by this Declaration. Declarant or any person to whom Declarant has assigned its rights to develop the Additional Land may execute and record such an amendment or amendments without the consent or joined of any Owner, the Association, or any other Person. The provisions of this Declaration then automatically shall be extended to the portion of the Additional Lands described in such amendment and shall run with such lands and be binding upon all Persons having any right, title or interest therein, or any part thereof, their respective heirs, successors, and assigns. Until the foregoing occurs this Declaration does not constitute an encumbrance or restriction upon the title to all or any portion of the Additional Lands. If the provisions of this Declaration have not been so extended to the Additional Lands on or before fifteen years from the date this Declaration is recorded, then the Declarant, its successors or assigns shall no longer have the right to extend the provisions of this Declaration as provided in this Article.

ARTICLE IX

GENERAL PROVISIONS

9.1. Enforcement.

(a) Enforcement. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants.

(b) Rights of Declarant and Association. Declarant reserves the right for the Declarant or the Association, following ten (10) days written notice to the Owner of the Lot specifying a violation of the Legal Documents, to enter upon any Lot to correct any violation of the Legal Documents or to take such other action at the expense of the Owner as Declarant or the Association deems necessary to enforce these covenants and restrictions.

(c) Legal Proceedings. The Declarant, the Association, or the Owner has the right to enforce by any appropriate proceeding all restrictions, covenants, and easements now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents. If the Association or the Declarant is the prevailing party in any litigation involving the Legal Documents or any of the Association's Regulations, or if any Owner obtains the enforcement of any provision of the Legal Documents against any Owner, other than Declarant or the Association, then such party may recover all costs and expenses, including reasonable attorneys' fees incurred in trial and appellate proceedings from such non-prevailing Owner. In no event may such costs and expenses be recovered against the Association or Declarant, unless otherwise provided by Law. If the Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, may be assessed against the Owner's Lot, as provided in the Articles entitled "Covenant for Assessments".

(c) No Waiver. Failure by the Declarant, the Association or by any Owner to enforce any covenant, restriction, Regulation will not constitute a waiver of the right to do so at any time, nor shall such failure to enforce create any liability for the Declarant or the Association to any Owner or any other Person.

9.2 Term and Renewal. The provisions of this Declaration shall run with and bind the Property, and all other lands to which it may hereafter be extended as provided herein, and shall be binding on all

Persons having any right, title, or interest therein, their respective heirs, successors, and assigns and shall inure to the benefit of and be enforceable by the Declarant, the Association or any Owner, their respective heirs, successors, and assigns, for a period of forty (40) years from the date this Declaration is recorded, whereupon these provisions shall be extended automatically for successive renewal periods of ten years each, unless sixty-seven percent (67%) of the then Owners elect not to reimpose them as evidenced by an instrument executed by such Owners and recorded during the six months immediately preceding the beginning of any renewal period.

9.3 Amendment.

- (a) Amendment. Any amendment to the Covenants and Restrictions which alter 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 areas, must have the prior approval of the St. Johns River Water Management District.
- (b) Declarant. The Declarant reserves and shall have the right without the joined or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person: (i) to amend this Declaration to comply with any requirements of a governmental agency, institutional First Mortgagee, or other Person (including the Federal Housing Authority) willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot; or (ii) to amend this Declaration or the other Legal Documents to cure any ambiguity or error or any inconsistency between these provisions and the other Legal Documents or the Plat; or (iii) to comply with the requirements of any Law affecting the Property.
- (c) Owners. Subject to specific provisions of this Declaration, which shall supersede the provisions of this paragraph, this Declaration may be amended by the Association with the formalities from time to time required of a deed under the laws of the State of Florida and signed by not less than sixty-seven percent (67%) of the voting interests in the Association. No amendment shall be effective until recorded but the Association's proper execution shall entitle it to public record, notwithstanding the informal execution by the requisite percentage of Owners.

9.6 Rights of First Mortgagees. Any First Mortgagee and insurers or guarantors of First Mortgages have the following rights:

- (a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Legal Documents and Regulations and the books, records, and financial statements of the Association; and
- (b) Financial Statements. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its cost incurred in providing such copies; and
- (c) Meetings, to designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.
- (d) Notices. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee, insurer, or guarantor of a First Mortgage shall be entitled to receive any notice that is required to be given to the members of this Association under any provision of the Legal Documents. Additionally, any such First Mortgagee, insurer, or guarantor of a First Mortgage giving written notice to the Association shall be entitled to written notice of: (i) any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its First Mortgage; (ii) any 60 day delinquency in the payment of assessments or charges owed by the Owner of any Lot encumbered by its First Mortgage; (iii) lapse, cancellation or material modification of any insurance coverage or fidelity bond maintained by the Association; and (iv) any proposed action requiring the consent of a specified percentage of mortgage holders.

9.7 Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted, or enforced to prevent Declarant or its contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the Property owned or controlled by Declarant whatever it or they determine to be necessary, convenient, or desirable to complete the Work. The foregoing includes the right for Declarant and any Person designated by Declarant in writing to construct and use signs, construction trailers, or buildings, model units, design centers, and offices for sales and resale's of Lots.

9.8 Assignment. Declarant may assign to any Person, including Persons engaged in the business of constructing improvements on Lots for resale purposes, all or some of the rights, privileges and exemptions granted herein to developer in connection with the ownership, use, or development of a

portion of the Property including by way of example the rights, privileges and exemptions described in paragraph 9.6 hereof. Any such assignment shall be non-exclusive unless otherwise notes, and shall be effective only for so long as such right, privilege or exemption would inure to the benefit of Declarant.

9.9 Severability. Invalidation of any provision of the Legal Documents by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the Legal Documents when necessary to avoid a finding of invalidity while effectuating Declarant's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

9.10 Notices. Any notice required to be sent to any Owner, or the Declarant under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as the Owner on either the records of the Association or the public records of Duval County, Florida at the time of such mailing. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

9.11 Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of one gender includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" have the same effect as the use of the term "shall". Wherever any time period is measured in days, if any such time period expires on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. The terms "Lot" and "Property" mean all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development and enjoyment thereof. Readings and other textual divisions are for indexing purposes only and are not to be used to interpret, construe, apply or enforce any substantive provisions. The provisions of this subparagraph apply to the interpretation, construction, application, and enforcement of all the Legal Documents.

IN WITNESS WHEREOF, Declarant has executed this Declaration the date first stated above. Signed, sealed and delivered in the presence of:

WITNESSES:

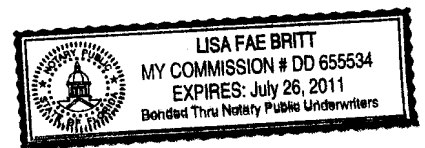
Tiffany N Powell
Print Name Tiffany N Powell
Sherel J Amato
Print Name Sherel J Amato

LAB INVESTMENTS, INC.
By: [Signature]
Richard A. Briggs, President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by Richard A. Briggs, the President of LAB Investments, Inc.

[Signature]
Lisa Fae Britt



My Commission expires: July 26, 2011 My Commission Number is DD 655534

Personally known or produced identification _____. Type of identification: _____

EXHIBIT A

Whereas, Declarant is the owner of the real property known as OLD MOULTRIE TOWHOMES, according to the plat thereof recorded in the Public Records of St. Johns County, Florida, City of St. Augustine, property RE number 101650-0060, O.R. 2804 PG 1380-1380. Legal Description of the property is: A parcel of land in Government Lot 4, Section 36, Township 7 South, Range 29 East, St. Johns County, Florida, more particularly describes as follows: COMMENCE at the intersection of the Westerly right of way line of County Road 5-A (Old Moultrie Road), a 66 foot wide right of way as presently established, and the Southerly line of said Government Lot 4, said Southerly line also being the Northerly line of the Northeast 1/4 of the Southeast 1/4 of said Section 36.; thence South 87'44'00" West, assumed bearing on said Southerly line of Government Lot 4, a distance of 200.00 feet to the POINT OF BEGINNING of the parcel of land to be described: thence North 02'26'00" West, parallel to said Westerly right of way line of County Road 5-A, a distance of 130.00 feet; thence North 87'44'00" East, parallel to said Southerly line of Government Lot 4, a distance of 200.00 feet to said Westerly right of way line of County Road 5-A; thence North 02'26'00" West, along said Westerly right of way line, 300.00 feet; thence South 87'44'00" West, parallel to said Southerly line of Government Lot 4, a distance of 872.00 feet; thence South 02'26'00" East, parallel to said Westerly right of way line, 430.00 feet to said Southerly line of Government Lot 4; thence North 87'44'00" East, along said Southerly line, 672.00 feet to the POINT OF BEGINNING, containing 8.0110+- acres, more or less; herein referred to as the "Property":

**BY-LAWS
of OLD MOULTRIE TOWHOMES**

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COPY

**BY-LAWS OF
OLD MOULTRIE TOWHOMES HOMEOWNERS ASSOCIATION, INC**

A Not for Profit Corporation

ARTICLE I

General

Section 1. Definitions and Operation. These are the By-Laws of the OLD MOULTRIE TOWHOMES HOMEOWNERS ASSOCIATION, INC., (the "Association"), a Florida not for profit corporation, having its principal office at 3674 Beach Blvd., Suite 1A, Jacksonville, Florida 32207. Reference is made to the Declaration of Covenants and Restrictions for OLD MOULTRIE TOWHOMES (the "Declaration") where necessary to interpret, construe, and apply the provisions of the By-Laws. When interpreting these By-Laws the following shall apply:

(a)Definitions. All terms defined in the Declaration have the same meaning when used in these By-Laws.

Section 2. Membership and Voting Rights. Membership and voting rights in this Association are set forth in Articles IV and V of the Articles.

Section 3. Seal. This Association has a seal in circular form having within its circumference the words "Old Moultrie Townhomes Homeowners Association, Inc" and "Corporation Not for Profit".

Section 4. Fiscal Year. This Association's fiscal year begins on the first day of January each calendar year.

Section 5. No Vested Rights. No member of this Association has any vested right, interest, or privilege of, in or to the assets, functions, affairs, or franchises of this Association, nor any right, interest, or privilege that is transferable or inheritable except as an incident to the transfer of title to such member's Lot.

Section 6. Amendment. These By-Laws may be altered, amended, or rescinded in the manner set forth in Article IX of the Articles of Incorporation.

ARTICLE II

Member's Meetings

Section 1. Annual Meetings. The annual meeting of this Association is held each year during the month of October or November, on such date and at such time and place as the Board of Directors determines.

Section 2. Special Meetings. Special membership meetings may be called at any time by: (i) the President or the Board of Directors; or (ii) or upon the written request of the members in good standing who are entitled to cast one-fourth (1/4) of the vote of the membership; or (iii) by Declarant, so long as Declarant is a member of the Association.

Section 3. Notice. Written notice of each member's meeting shall be given in accordance with the Articles by or at the direction of the Secretary, and shall specify the place, day, and hour of the meeting and its purpose. Meetings may be held at such places within St. Johns County, Florida, as may be designated by the Board of Directors. All notices may be given by personal delivery or by mailing a copy, postage prepaid, addressed to the member's address last appearing on the Association's books.

Section 4. Special Notices. Any notice to nonmembers required by the Declaration may be given by mail. Mailing or delivery of notice to any co-owner is effective upon all co-owners of such Lot, unless any co-owner has requested the Association in writing to give notice to such co-owner and furnished the Association with the address to which such notice may be given by mail.

Section 5. Proof of Notice. An affidavit by the person or persons actually giving notice of any meeting, and attested by the Secretary under this Association's seal, is conclusive as to the regularity of any notice with respect to any Person absent actual knowledge of any defect in notice.

Section 6. Waiver of Notice. Notice of any meeting may be waived in writing at any time before, at, or after such meeting; and neither the business transacted at, nor the purpose of, any regular or special meeting need be specified in any written waiver. A member's attendance at any meeting constitutes a waiver of all defects in notice unless the member expressly objects at the beginning of the meeting to the transaction of any business because the meeting is not regularly called.

Section 7. Quorum. Quorum requirements are as set forth in the Articles.

Section 8. Adjournment. If a meeting otherwise duly called and convened, with requisite quorum present, is adjourned to another time or place, notice of the adjourned meeting is not required, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. Any business may be transacted at the original meeting without additional notice and without reconstituting a quorum.

Section 9. Record Date. Any notice of a meeting of the membership must be given to each member as shown upon the Association's books as of the date such notice is given. Only those members shown as members in good standing upon the Association's books are entitled to vote at meetings.

Section 10. Proxies. Members may vote in person or by proxy at any meeting. All proxies are revocable and terminate automatically upon conveyance of title to the member's Lot. All proxies must be in writing, signed by the member, and expire 11 months from date unless otherwise expressly provided. A proxy is not revoked by incompetence or death until the Association receives written notice thereof. No person shall be permitted to vote more than five (5) proxies at a meeting. A member represented by a valid proxy at any meeting is "present" for all purposes.

Section 11. Membership List. A complete list of the members entitled to vote at all meetings, and their respective addresses, must be kept on file at the Association's office, open to inspection by any member. The list also must be produced at the time and place of the meeting for inspection by any member at any time during the meeting.

Section 12. Voting Requirements. Every act and decision done or made by a majority of the members present at a meeting duly called at which a quorum is present is the act of the membership, where higher voting requirements are established by applicable provisions of the Articles or Declaration.

Section 13. Joinder in Minutes of Meeting. Members may join in the action of a meeting or any portion thereof by signing and concurring in the minutes or a selected portion thereof. Such joinder shall constitute the vote of the members for the purpose of approval or disapproval of any matter and the presence of such member for the purpose of establishing a quorum.

ARTICLE III

Board of Directors

Section 1. Number and Composition. The Board of Directors shall consist of at least three, but not more than nine members; provided there shall not be an even number of Directors. Each Director continues in office until a successor has been elected and qualified, unless the Director sooner dies, resigns is removed, or is incapacitated or otherwise unable to serve. .

Section 2. Standard of Care. Each Director must perform all duties as a Director, including duties as a committee member: (i) in good faith; and (ii) in a manner the Director reasonably believes is in the best interest of this Association; and (iii) with such care as an ordinarily prudent person in a similar position would exercise under similar circumstances.

Section 3. Reliance. A Director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by any of the following, unless the Director has actual knowledge that reliance is unjustified:

- (a) Officers. One or more officers, employees, or managers of this Association whom the Director reasonably believes are reliable and competent in the matters presented.
- (b) Professionals. Legal counsel, public accountants, architects, engineers, or other professionals as to matters that the Director reasonably believes are within such person's professional or expert competence.
- (c) Committees. An Association committee, upon which such Director does not serve, duly constituted pursuant to the Declaration, the Articles, or these By-Laws, as to matters within its designated authority, if the Director reasonably believes the committee merits confidence.

Section 4. Compensation. Any director may be reimbursed by the Board for actual expenses incurred in the performance of the Director's duties, but no Director may be paid any compensation by this Association for services rendered to the Association as a Director.

Section 5. Nomination. Nomination for election to the Board of Directors may be made from among members or nonmembers by the Nominating Committee or from the floor at the annual meeting of the members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 6. Election. Election to the Board of Directors must be by secret written ballot. Each member entitled to vote for the election of Directors may cast as many votes for each vacancy as the member has under the provisions of the Declaration. The person receiving the largest number of votes cast by the members for each vacancy is elected. Cumulative voting is not permitted.

Section 7. Term of Office. The term of office for all Directors is one year, and any Director may succeed himself in office.

Section 8. Removal. Any Director, or the entire Board of Directors, may be removed with or without cause at any meeting called expressly for such purpose by a majority vote of the members entitled to vote for the election of Directors.

Section 9. Vacancies. If a Director dies, resigns, is removed, or is incapacitated or otherwise unable to serve, the remaining Directors, even if less than a quorum, may fill such vacancy by majority vote. Any appointed Director serves only the unexpired term of his predecessor.

ARTICLE IV

Directors' Meetings

Section 1. Regular Meetings. The Board of Directors shall meet at such place and time as is fixed by Board resolution.

Section 2. Special Meetings. Special Board meetings must be held when called by the President, or by any two Directors, after not less than three days prior notice to each Director. Notice may be waived in writing at any time before, at, or after the meeting. Neither the business transacted at, nor the purpose of the special meeting need be specified in any written waiver.

Section 3. Quorum. Except where the provisions of the Declaration expressly require action by two-thirds (2/3) of the members of the Board of Directors, a majority of the Directors constitutes a quorum for all purposes. Every act and decision done or made by a majority of the Directors present at a meeting duly called at which a quorum is present constitutes the act of the Board. Where any provision of the Declaration expressly requires approval by two-thirds (2/3) or more of the Directors, the stated percentage constitutes the quorum for such action. Once established, a quorum is effective for all purposes, notwithstanding the subsequent withdrawal of one or more Directors.

Section 4. Conflict of Interest. No contract or other transaction between this Association and one or more of its Directors, or any entity in which one or more of this Association's Directors are directors, officers, or financially interested, is void or voidable because of such relationship or interest if:

- (a) Board Disclosure. Such relationship or interest is disclosed or known to the Board of Directors that authorizes, or ratifies the contract or transaction by vote or written consent sufficient for such purpose without counting the votes or consents of the interested Directors; or
- (b) Membership. Such relationship or interest is disclosed or known to the members of the Association entitled to vote thereon and they authorize or ratify such contract or transaction by the requisite vote; or
- (c) Fairness. Such contract or transaction is fair and reasonable to the Association at the time it is authorized by the Board or the members.

Common or interested Directors may be present at the meeting of the Board or membership that authorizes or ratifies such contract or transaction and may be counted in determining the presence of a quorum at any such meeting without rendering the contract or transaction void or voidable.

Section 5. Presence. Any Director present at a Board Meeting at which action on any matter is taken is presumed to have assented to such action unless the Director: (i) votes against the action; or (ii) abstains from voting because of an asserted conflict of interest. A director's presence at any meeting constitutes a waiver of notice of such meeting and of any and all objections to the place or time of such meeting, or the manner in which it has been called or convened, unless the Director at the beginning of the meeting objects to the transaction of business because the meeting is improperly called or convened.

Section 6. Informal Action. Any Board action that is required or permitted to be taken at a meeting may be taken without a meeting if a written consent to such action is signed by all Directors and filed in the minutes of the Board's proceedings. Directors are deemed present at any meeting for all purposes if a conference telephone or similar communications equipment is used by means of which all persons participating in the meeting can hear each other.

Section 7. Declarant Representation. For so long as Declarant is a member of the Association, Declarant shall have the right to receive notice of all meetings of the Directors or any committees of Directors and to attend and be heard at such meetings.

ARTICLE V

Powers of Board of Directors

Section 1. General. The Board has the power to exercise for and on behalf of this Association all powers, duties, and privileges vested in, or delegated to, this Association and not reserved to its membership by any provision of these By-Laws, the Articles, or the Declaration. Without limitation, the Board may employ all managers, independent contractors, professional advisors, and employees and agents as the Board deems advisable, prescribe their duties, and fix their compensation, if any. The Board has the authority to contract for services and materials to be provided for the benefit of the Owners or the Property consistent with the provisions of the Declaration.

Section 2. Rules and Regulations. The Board has the power from time to time to adopt, amend, rescind, and enforce reasonable rules and regulations governing the use of all or any portion of the Property and this Association's activities, so long as such rules and regulations are consistent with the rights and duties established by the Articles and the Declaration.

Section 3. Enforcement. For material violation of any of its rules or regulations, the Board may: (i) require any member to make restitution to this Association for any loss resulting from any violation; or (ii) impose reasonable fines. Procedures at all times must afford the affected member reasonable prior notice and opportunity to be heard in an impartial manner.

Section 4. Suspension of Membership Rights. The Board is authorized, without prior notice, to suspend any member's voting rights during any period in which the member is more than 30 days in default in payment of any assessment levied by the Association.

Section 5. Assessments. The Board has the power to determine what, if any, assessments are to be levied pursuant to the Declaration.

Section 6. Indemnification. The Board has the power to provide indemnification for this Association's officers, directors, employees (including volunteer employees), agents, and members to the extent and in the manner from time to time permitted by the laws of the State of Florida, except that the Board cannot provide indemnification for criminal, intentional, or willful misconduct.

ARTICLE VI

Duties of Board of Directors

Section 1. General. The Board is responsible to see to the performance of all duties of the Association as set forth in the Declaration except to the extent specifically assigned to others by the Declaration. The Board shall keep a complete record of the minutes of its meetings and shall keep copies thereof available for inspection by members at the annual meeting or as special meetings when such statement is requested. The Board supervises all of the Association's officers, agents, employees (including volunteer employees), committees, and contractors and sees that their respective duties are properly performed. The Board otherwise manages the affairs of this Association as provided in these Bylaws, the Articles, and the Declaration.

Section 2. Estoppel Certificates. Upon request by any interested Person, the Board shall cause an appropriate Association officer, or Registered Agent, to issue a certificate as to the status of assessments with respect to any Lot. Such certificates bind this Association as of the date of issuance properly executed by an appropriate officer. The Board may make a reasonable, uniform charge for issuing such certificates.

Section 3. Financial. With the assistance of this Association's Treasurer, the Board prepares an annual budget consistent with the guidelines set forth in applicable Florida Statutes.

Section 4. Insurance. The Board must procure and maintain in force and effect at all times adequate public liability and fire extended coverage casualty insurance with respect to all property from time to time owned by this Association. The Board also must cause persons or entities employed, authorized, or contracted with to collect, disburse, and manage the Association's funds, including the Association's officers, directors, and uncompensated volunteers, to be bonded or insured with adequate fidelity and errors and omissions coverage for the benefit of the Association. The premiums for the foregoing shall be paid from the Association funds.

Section 5. Management. Within the limits of available funds, the Board may employ such professional managers, accountants, attorneys, architects, and other professionals to assist the Board in the performance of its duties. The Board may contract with the Declarant or any other Person to manage the Association's affairs, in whole or in part. No such management contract may be for a term longer than one year and must be terminable by the Association without cause, upon not more than 90 days prior written notice.

ARTICLE VII

Committees

Section 1. Permanent Committees. The Board shall appoint an Architectural Review Committee, as provided in the Declaration, and a Nominating Committee, as provided by these By-Laws.

Section 2. Other Committees. The Board from time to time may form and dissolve such other committees as the Board deems necessary or appropriate to assist or advise the Board in managing the Association's affairs. All committee members are appointed by, and serve at the pleasure of, the Board unless the appointing authority is delegated by Board resolution to an officer. No such committee can be authorized to expend or commit the Association to expend any Association monies unless the action is ratified or approved by the Board. Committee members need not be members of this Association

ARTICLE VIII

Books and Records

Section 1. Records Enumerated. This Association must keep correct and complete: (i) books and records of account; (ii) minutes of the proceedings of its members and the Board of Directors, if any; and (iii) a membership record.

Section 2. Membership Record. This Association's membership Record must show: (i) books and records of account; (ii) minutes of the proceedings of its members and the Board of Directors, if any; and (iii) a membership record.

Section 3. Inspection. All books, records, and papers of this Association will be open to inspection and copying during reasonable business hours by any Owner, any Mortgagee, insurer or guarantor of a First Mortgage, and by Declarant, so long as Declarant is a member of the Association. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association also will furnish to any such Person copies (certified, if requested) of any of its books, records, and other papers, although the Association may make a reasonable, uniform charge for such copies and certification. The Declaration, Articles, and these By-Laws must be available for inspection by any Person at the Association's principal office, where copies also may be purchased at a charge to cover reproduction costs.

ARTICLE IX

Officers

Section 1. Enumeration. This Association's regular officers are a President, Vice President, Secretary, and Treasurer, who are elected at the first Board meeting of the newly elected Board following each annual meeting for a term of one year, and until their respective successors are elected and qualified, unless any such officer sooner dies, resigns, is removed, or is incapacitated or otherwise unable to serve.

Section 2. Special Offices. The Board of Directors may appoint such other officers as it deems advisable, each of whom will hold the office for such period, have such authority, and perform such duties as the Board from time to time determines.

Section 3. Resignation and Removal. Any officer may be removed by the Board with or without cause at any time. No officer has any vested right, privilege, or immunity with respect to any office. A resignation of any office need not be accepted to be effective. Vacancies are filled by Board Appointment.

Section 4. Multiple Offices. No person simultaneously may hold more than one other regular office, except that the offices of Secretary and Treasurer may be held by the same person. Any regular officer also may hold one or more special offices.

Section 5. Duties. The duties of the regular officers are as follows:

(a) President. The President: (i) is entitled to preside at all meetings of the Board of Directors, and the membership; (ii) sees that orders and resolutions of the Board are carried out; and (iii) signs all leases, mortgages, deeds, and other written instruments, and co-signs all checks and promissory notes.

(b) Vice President. The Vice President acts in place of the President if the President is absent, unable, or refuses to act.

(c) Secretary. The Secretary: (i) records the votes and keeps the minutes of all meetings and proceedings of the Board of Directors, and the members; (ii) keeps the corporate seal of this Association and affixes it on all instruments requiring it; (iii) gives notice of all meetings of the Board and the membership; and (iv) keeps the membership record as provided in these By-Laws.

(d) Treasurer. The Treasurer: (i) causes the receipt and deposit into appropriate bank accounts of all Association monies and disburses such funds as directed by the Board; (ii) signs all checks and promissory notes of this Association; (iii) keeps proper books of accounts; (iv) with the assistance of the Board, causes an annual audit of the Association's books to be made by an independent accountant when requested by the membership as provided in these By-Laws; and (v) also with the assistance of the Board, prepares an annual budget and a settlement of income and expense for presentation membership at its regular annual meeting.

Any regular officer also may exercise such other powers, and discharge such other duties, as the Board from time to time may require or permit.

ARTICLE X

Assessments

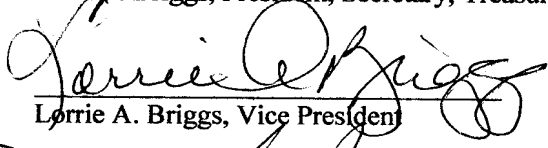
As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the uniform rate established from time to time by the Board of Directors, not to exceed the maximum lawful rate permitted by Florida law or to be less than ten percent (10%) per annum, from the date of delinquency. The Association may bring an action at law against the Owner personally obligated to pay the delinquent assessment or foreclose the lien against the property, and interests, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

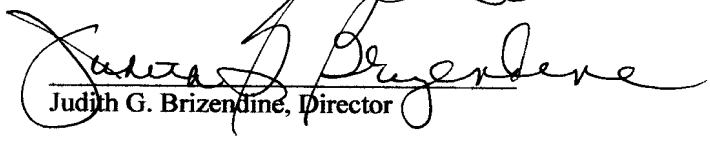
ARTICLE XI

Attestation

IN WITNESS WHEREOF, the undersigned have signed this document for the purpose of authenticating it as the By-Laws of Old Moultrie Townhomes Homeowners Association Inc, a Florida corporation not for profit, as adopted by its Board of Directors this 22nd day of April, 2008

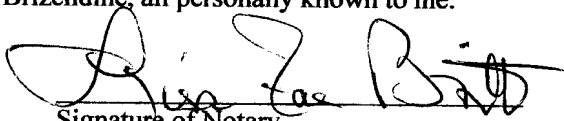

Richard P. Briggs, President, Secretary, Treasurer


Lorrie A. Briggs, Vice President


Judith G. Brizendine, Director

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22nd day of April, 2008, by Richard P. Briggs, Lorrie A. Briggs, and Judith Brizendine, all personally known to me.


Signature of Notary

Lisa Fae Britt
Notary Public, State of Florida
My Commission Expires: July 26, 2011
DD 655534

