

PROPOSED REVIVED AMENDED AND RESTATED
DECLARATION OF RESTRICTED COVENANTS OF THE
TOWNHOMES OF ST. GEORGE ISLAND

These Restrictive Covenants amending original Restrictive Covenants was made the 30th day of December, 2009, by THE TOWNHOMES OF ST. GEORGE ISLAND HOMEOWNERS ASSOCIATION, INC., a Florida Not for Profit Corporation ("Association").

STATEMENT OF PURPOSE AND INTENT

On October 18, 1983, Shumann Investments Incorporated executed a certain document entitled Restrictive Covenants On the Townhomes of St. George which was recorded in Official Records Book 203, Page 511 of the Public Records of Franklin County, Florida. Said document established easements, restrictions, covenants and conditions on certain property described on an Exhibit "A" attached hereto.

On September 4, 1989, Gail Lee Gordon and The Townhomes of St. George Homeowners Association, Inc., executed a document entitled Restrictive Covenants On The Townhomes of St. George which was recorded in Official Records Book 302, Page 248, of the Public Records of Franklin County, Florida. Said document established easements, restrictions, covenants and conditions of certain property described on an Exhibit "A" attached hereto as Exhibit "B."

Both above referenced documents impose upon the land referenced in Exhibit "A" and Exhibit "B" covenants and restrictions to run with the land and which shall be binding on all parties and all persons claiming under it until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change such covenants in whole or in part.

On October 24, 2009, The Board of Directors of the Association recommended to the members of the Association that the restrictive covenants be amended to provide one uniform document which would be applicable to all of the subject properties referenced in Exhibit "A" and Exhibit "B." The matter was presented to the membership for approval and the requisite percentage of the membership approved the Amended Restrictive Covenants of the Townhomes of St. George Island and the Board of Directors has directed the President and Secretary of the Association to execute and record this instrument in the public records to memorialize the amendment.

WITNESSETH:

WHEREAS, the Association wishes to provide for the preservation and enhancement of property values, amenities and opportunities within the Property described in Exhibit "A" and Exhibit "B" (hereinafter "Property") in order to contribute to the personal and general health, safety and welfare of the property owners and residents therein, and to maintain the land and improvements therein, and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, assessments, liens and other provisions hereinafter set forth.

NOW THEREFORE, the Association hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Amended Restrictive Covenants of The Townhomes of St. George.

ARTICLE I
DEFINITIONS

The following terms, as used in these Amended Restrictive Covenants, shall have the following meanings:

- 1.1 "Architectural Control Committee" or "ACC" shall mean and refer to that permanent committee of the Association created for the purpose of establishing and enforcing criteria for the design, construction and maintenance of Improvements within the Property.
- 1.2 "Articles of Incorporation" shall mean the Articles of Incorporation of the Association as they may exist from time to time. The Articles of Incorporation are attached hereto and made a part hereof as Exhibit "C."
- 1.3 "Assessment(s)" or "Amenity Fee(s)" shall mean and refer to a sum or sums of money payable to the Association by the Owners of one or more Units as authorized in the Governing Documents and/or properly assessed in accordance with the Governing Documents, which if not paid by the Owner of the Unit can result in a lien against the Unit.
- 1.4 "Association" shall mean and refer to The Townhomes of St. George Homeowners Association, Inc., its successors and assigns, a Not-for-Profit Corporation responsible for the operation of the Community in which the voting membership is made up of parcel or unit owners, and in which membership is a mandatory condition of parcel ownership, and which is authorized to impose assessments that, if unpaid, may become a lien on the parcel.
- 1.5 "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- 1.6 "Building" or "Buildings" shall mean and refer to the several individual buildings which consist of the several dwellings therein.
- 1.7 "By-laws" shall mean and refer to the Bylaws of the Association as they may exist from time to time. The most current By-Laws are attached hereto and made a part hereof as Exhibit "D."

- 1.8 "The Townhomes of St. George" shall mean and refer to that residential planned townhome development located in Franklin County, Florida as legally described in Exhibit "A" and Exhibit "B" combined, together with any additional lands which may hereafter be submitted to these Restrictive Covenants, in accordance with the terms hereof.
- 1.9 "Common Area" or "Common Property" shall mean and refer to all portions of the Property other than the Units and which are intended for the common use and enjoyment of all Members and which are conveyed to the Association by deed or which are dedicated to the Association on the recorded subdivision plat of the Property or herein, and all real and personal property which may be acquired by the Association for the private common use, benefit and enjoyment of all Members.
- 1.10 "Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.
- 1.11 "Community" shall mean and refer to the real property that is or will be subject to the Declaration of Restrictive Covenants recorded in Franklin County, Florida where the property is located.
- 1.12 "County" shall refer to Franklin County, Florida.
- 1.13 "Declaration of Restrictive Covenants" or "Declaration" shall mean and refer to this instrument, all exhibits hereto, as the same may be amended from time to time.
- 1.14 "Governing Documents" shall mean or refer to: (a) the recorded Declaration of Restrictive Covenants for the Community, and all duly adopted and recorded amendments, supplements, and recorded exhibits thereto; and (b) the Articles of Incorporation and Bylaws of the Association, and any duly adopted amendments thereto.
- 1.15 "Improvements" shall mean and refer to all structures of any kind, including without limitation, any building, roof, window, wall, fence, sign, paving, grading, Jacuzzi, spa, patio, screen enclosure or screening of any type, disposal system, driveway, walkway, decorative building, planting, landscaping, landscape device or object or any and all types of structures or improvements, whether or not the purpose thereof is purely decorative or otherwise, and any and all additions, alterations, modifications, or changes thereto or thereof.
- 1.16 "Member" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any townhome which is a part of the Property, but shall not include those holding title merely as security for performance of an obligation.
- 1.17 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any unit, excluding, however, a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- 1.18 "Parcel" shall mean and refer to a "fee simple" platted or unplatted lot, tract, unit or other subdivision of real property within the Community, as described herein: (a) which is capable of separate conveyance; and (b) of which the parcel owner is obligated by the Governing Documents to be a Member of the Association that serves the Community; and to

pay homeowner's association assessments, that, if not paid, may result in a lien against the parcel.

- 1.19 "Property" shall mean and refer to that certain real property hereinbefore described in Exhibit "A" and Exhibit "B" attached hereto and such additions thereto as may be brought within the jurisdiction of the Association.
- 1.20 "Rules and Regulations" shall mean and refer to all restrictions, conditions or limitations which may be promulgated by the Association relating to the use of Common Area(s).
- 1.21 "Unit" or "Dwelling" shall mean and refer to each of the 98 (# of units) townhome residential dwellings contained within the Property.

ARTICLE II

PROPERTY SUBJECT TO THESE RESTRICTIVE COVENANTS

2.1 The Property subject to these Restrictive Covenants upon the recordation hereof in the County Public Records is the property described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

ARTICLE III

THE TOWNHOMES OF ST. GEORGE HOMEOWNERS ASSOCIATION, INC.

3.1 Formation. The Association, formed by the filing and maintenance of Articles of Incorporation therefore in the office of the Secretary of State of Florida, was formed to operate, maintain and own Common Property; to enforce the covenants, conditions and restrictions and other provisions set forth in the Governing Documents; and to have such other specific rights, obligations, duties and functions as are set forth in the Governing Documents of the Association. Subject to the additional limitations provided in the Governing Documents, the Association shall have all of the powers and be subject to all the limitations of a not-for-profit corporation as contained in Florida Statutes, Chapter 617 (the "Florida Not for Profit Corporation Act"), in existence as of the date of recording this Declaration in the public records of the County.

3.2 Membership. A person or entity shall automatically become a Member of the Association upon acquisition of fee simple title to any parcel, by filing a deed therefore in the public records of the County. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred or conveyed by operation of law, at which time membership, with respect to the parcel conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of a parcel subject to this Declaration. No person or entity holding an interest of any type or nature whatsoever in a parcel only as a security for the performance of an obligation shall be a Member.

3.3 Voting. Membership and voting rights are described in the Articles of Incorporation attached hereto and made a part hereof as Exhibit "C" to this Declaration. Any Member who owns more than one (1) parcel/unit shall be entitled to exercise or cast one (1) vote for each such parcel/unit. When more than one (1) person owns a parcel/unit, all such persons shall be Members of the Association; provided, however, in no event shall more than one (1) vote be cast with respect to each parcel/unit. If more than one (1) person, corporation, or other entity owns a parcel/unit, they shall file a certificate with the Secretary of the Association designating the person authorized to cast votes for said parcel/unit. If a parcel/unit is owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said parcel/unit, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether a quorum is present at any meeting of the Members, unless prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the parcel/unit at the meeting, in which case the certificate requirements set forth above shall apply.

3.4 Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with the Governing Documents. The Articles of Incorporation and the By-Laws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration.

3.5 Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable separate and apart from the parcel/unit, or which shall continue after his membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment or fine, or in violation of any provision of this Declaration or of any rules and regulations promulgated by the Association. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Association, except for access to and from the Member's parcel/unit.

ARTICLE IV

COMMON PROPERTY

4.1 Title to Common Property. Title to all property heretofore designated as Common Property shall remain vested in the Association or its successors or assigns. The Association may at any time and from time to time designate additional property as Common Property, or relocate Common Property, or otherwise add to, subtract from or replace Common Property. The Association shall be responsible for the management, maintenance and operation of the Common Property.

4.2 Acquisition and Conveyance to Property. The Association shall have the power and authority to acquire and convey such interests in real and personal property as it may deem

beneficial to its Members. Such interests may include fee simple or other absolute ownership, interests, leaseholds, easements, licenses or such other possessory use interests as the Association may determine to be beneficial to its Members. Any property acquired pursuant to this section shall be deemed Common Property.

4.3 Rules and Regulations Governing Use of Common Property. The Association, through its Board of Directors, shall regulate the use of the Common Property by Members and Owners, and may from time to time promulgate such Rules and Regulations consistent with this Declaration, governing the use thereof the Association may deem to be in the best interests of its Members. A copy of all Rules and Regulations established hereunder shall be made available to all Members at the office of the Association. Such Rules and Regulations and all provisions, restrictions and covenants contained in this Declaration may be enforced through legal or equitable action by the Association. Without limiting the foregoing, the Association shall have the right to assess fines against Members and Owners who violate the Rules and Regulations of the Association and against Owners whose family members, guests, employees, agents, lessees, licensees or invitees violate the Rules and Regulations, which fines shall be collected as Individual Assessment from such Owners, and to suspend such Owners' rights and easements of enjoyment with respect to the Common Area.

4.4 Owner's Easement of Enjoyment. Subject to the provisions hereof, each Owner shall have a right and non-exclusive easement of enjoyment with all other Owners, their family members, guests, employees, agents, lessees, licensees and invitees, in and to the Common Area(s), which shall be appurtenant to and shall pass with the title to such Unit, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated within the Common Area

(b) The right of the Association to suspend the right of use of recreational facilities and the voting rights of any Owner for any period during which any Assessment against the Owner's Unit remains unpaid; and for a reasonable period for any infraction of the published Rules and Regulations of the Association.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area(s) to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds (2/3) of the Members agreeing to such dedication or transfer has been duly recorded.

(d) Subject to limitations as may be imposed by the Bylaws, each Owner may delegate the right of enjoyment in and to the Common Area(s) and facilities to the members of the Owner's family, and to guests, tenants, and invitees.

(e) The right of the Association to designate additional property as Common Property, or remove property previously designated as Common Property, or otherwise add to, subtract from or replace Common Property.

(f) The right of the Association to borrow money for the purpose of improving the Common Property and, in connection therewith, to mortgage or otherwise pledge the Common Property as security for the repayment of any such loan.

(g) The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure or any proceeding in lieu of foreclosure.

(h) The right of the Association to properly maintain the Common Property.

(i) The right of the Association, its agents and employees, and any management entity under contract with the Association, to have access to the parcels/units for purposes of maintaining those portions to be maintained by the Association, as provided in this Declaration.

(j) The Rules and Regulations governing the use and enjoyment of the Common Property, as promulgated by the Association.

(k) The right of other Owners in good standing with the Association to use the Common Property as set forth herein.

(l) Restrictions contained in any recorded subdivision plat of the Property, or contained in any document or instrument filed separately of record with respect to all or any portion of the Property.

(m) All of the provisions of the Governing Documents, as well as Rules and Regulations promulgated by the Association, as the same may be amended from time to time.

(n) Such easements as may be granted or reserved on any recorded subdivision plat of the Property; such easements as may be granted or reserved separately by the Association and filed of record and such other easements as may be granted or reserved pursuant to the provisions of this Declaration.

(o) In case of emergency originating on or threatening any parcel/unit, regardless of whether the parcel/unit Owner is present at the time of such emergency, the Board of Directors of the Association or any person authorized by the Association, or any management agent under a management agreement with the Association, shall have the right to enter such parcel/unit and the improvements located thereon for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate and shall continue for the duration of such emergency.

4.5 Continual Maintenance. In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title, as tenants in common, to any Common

Property then owned by the Association, and shall collectively provide for the continued maintenance and upkeep thereof.

ARTICLE V

EASEMENTS

5.1 Easement Grants. The following easements are hereby granted or reserved over, under, across and through the Property, as the case may be:

(a) Easements for the installation and maintenance of utilities are granted as shown on any recorded subdivision plat which includes the Property, or as granted in any document or instrument filed separately of record with respect to all or any portion of the Property.

(b) The Common Property, for so long as it is designated as Common Property as set forth herein, is hereby declared to be the subject to a non-exclusive easement in favor of the Association, employees and agents of the Association, and any management entity or agent under contract with the Association, in order that such employees, management entities or agents may carry out their respective duties with respect to, and may have access over, the Common Property.

(c) A non-exclusive easement is hereby granted for ingress and egress for pedestrian and vehicular traffic over, through and across the Streets shown on any recorded subdivision plat of the Property, as well as all walks, parking areas, other rights-of-way, and such other portions of the Common Property as may from time to time be intended and designated for such uses and purposes, for the use and benefit of all other Owners, their family members, guests, employees, agents, lessees and invitees, for the purpose of obtaining reasonable access to and from the parcels/units and from the nearest public way.

5.2 Road Easement. Without limiting the generality of the foregoing, a non-exclusive, perpetual and irrevocable easement is hereby granted and reserved to the Association, its employees and agents and any management entity under contract with the Association, its employees agents, and any family members, guests, employees, agents, lessees, licensees and invitees of the Owners, all institutional mortgagees and all other mortgagees with respect to any portion of the Property, all governmental or quasi-governmental authorities, for ingress and egress for pedestrian and vehicular traffic over, through and across all Streets, for the purpose of obtaining reasonable access to and from the parcels/units or any other portion of the Property to and from the nearest public way.

5.3 Additional Easements. The Association shall have the right to grant such additional easements, or to relocate existing easements throughout the Property, as the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any

portion thereof, provided that such additional easements or relocated easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of their parcels/units or of the Property, or any part thereof.

5.4 Restriction on Owner Easements. Except as specifically provided herein with regard to the Association, no Owner shall grant any easement upon any portion of the Property to any person or entity without the prior written consent of the Association's ACC as required by this Declaration.

ARTICLE VI

ASSESSMENTS AND FINES

6.1 Authority of Association. The Association, through its Board of Directors shall have the power to make and collect Assessments and to impose and collect fines hereinafter set forth.

6.2 General Assessments. General Assessments shall be determined annually for Common Expenses for the purposes of maintenance and management of the Association, Dwellings and the Common Property, as provided in this Declaration and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, General Assessments shall be used for: operation, maintenance and management of the Association and the Common Property; maintenance including, without limitation, painting, cleaning, repair, replacement reconstruction of the exterior of each Dwelling, including roofs, and maintaining the landscaping of each parcel/unit, but only to the extent of the Association's responsibility therefore as set forth in Article VII hereof; insurance coverage for the Common Property; legal and accounting fees; maintenance of the streets; management fees; emergency services; repair and replacement of property required to be maintained by the Association pursuant to the terms of this Declaration; utility service for the Common Property; cleaning services for such property required to be maintained by the Association pursuant to the terms of this Declaration; creation of reasonable reserves; and all other expenses deemed by the Board of Directors of the Association to be necessary or proper to carry out the Association's management, maintenance, repair, operation and enforcement responsibilities.

6.3 Collection of General Assessments. The Association shall annually estimate the Common Expenses it expects to incur for the coming year and shall assess its Members sufficient monies to meet this estimate. All parcels/units shall be assessed General Assessments at a rate based upon the size of each parcel/unit and General Assessments shall be in uniformity among parcels/units of similar size. Should the Association at any time determine that the Assessments made are insufficient to pay the Common Expenses, the Board of Directors shall have the authority to levy and collect additional General Assessments to meet such needs. General Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine in its sole and absolute discretion.

6.4 Special Assessments. The Association shall have the power and authority to levy and collect Special Assessments from each Owner for the following purposes: acquisition of property by the Association; construction, reconstruction, unexpected repair or replacement of improvements to the Common Property, including necessary fixtures and personal property related thereto, and exterior and roofs of the units; all other expenses which the Association is authorized to incur in order to fulfill its responsibilities and obligations hereunder, and the expense of indemnification of each director and officer of the Association. Special Assessments shall be levied against all parcels/units subject to a Special Assessment, so that such parcels/units shall be assessed, or shall be assessed on actual percentage of size/cost associated with each parcel/unit to be maintained or improved in connection with the Special Assessment, or as otherwise reflected within the Governing Documents.

6.5 Emergency Special Assessments. The Association may levy an Emergency Special Assessment when, in the sole and absolute determination of the Board of Directors, there is potential danger of damage to persons or property. Emergency Special Assessments may be utilized for preventative, protective or remedial construction, reconstruction, repairs or replacements. Events justifying Emergency Special Assessments include, but are not limited to, hurricanes, floods, fires, and freezing temperatures. Emergency Special Assessments shall be levied on a basis as determined by the Board of Directors, and shall be collectible in such manner as the Board of Directors shall determine in its sole and absolute discretion.

6.6 Individual Assessments. The Association shall have the power and authority to levy and collect an Individual Assessment against a particular parcel/unit for the cost of maintenance, repairs or replacements to a unit and within or without the unit, which the Owner thereof has failed or refused to perform, and which failure or refusal has in the opinion of the Association, endangered or impaired the use or value of other portions of the Property. The Association shall have a right of entry onto each parcel/unit to perform any necessary maintenance, repairs or replacements, including the right to abate or eliminate any nuisance. The Individual Assessment may include an administration fee charged by the Association in an amount to be determined by the Board of Directors in its sole and absolute discretion from time to time. All Individual Assessments shall be collectible in such manner as the Association shall determine in its sole and absolute discretion. Nothing in this provision shall be interpreted as mandating that the Association take action to maintain, repair or replace individual units which the Owner thereof has failed or refused to perform. Such action or inaction shall be in the sole and absolute discretion of the Board of Directors.

6.7 Amenity Fees. Amenity fees may be assessed to parcels that may be classified as vacation rental properties. Amenity fees are based upon consideration of the following factors: (1) Association Management allocates substantial time collecting Association Assessments through rental management companies who manage properties available as vacation rentals; (2) Vacation rental occupants increase the time involved to maintain the grounds, pools, and rubbish removal; (3) Vacation rental occupants require additional oversight on the part of management.

Amenity fees assessed to vacation rental parcels/units shall be assessed to all subject parcels/units that are deemed by the Board of Directors to be utilized as vacation rental units. Amenity fees assessed to vacation rental occupancies may also vary depending upon the status of "pet friendly" or "non pet friendly" occupancy, as pets increase the maintenance associated with the property grounds. Amenity Fees shall be collectible in such manner as the Board of Directors shall determine in its sole and absolute discretion.

6.8 Fines. The Association may levy reasonable fines against an Owner for violations by the Owner or by the Owner's family members, guests, employees, agents, lessees, licensees or invitees of the provisions contained within the Governing Documents and the Rules and Regulations of the Association. The Association may levy fines according to a schedule of fines to be adopted by the Board of Directors, or as the Board of Directors may otherwise determine subject to the provisions of Chapter 720 Florida Statutes. Any Owner who violates any of the foregoing documents or rules shall be entitled to notice and a hearing before the Board of Directors, prior to the imposition of any fine. Fines are Individual Assessments and shall be collectible as such, and upon any delinquency in the payment of any file, the Association shall have all rights as set forth in this Article, including, without limitations, lien rights against the Owner.

6.9 Effect of Non-Payment of Assessments or Fines. All notices of Assessments or fines from the Association to an Owner shall designate when the Assessment or fine is due and payable. If an Assessment or fine is not paid when due, it shall then become delinquent and shall bear interest at an interest rate provided in the Association By-Laws or in the alternative at the maximum rate allowed by the civil usury laws of the State of Florida, from the date when due until paid. The Association may charge an administrative late fee for each installment that is paid past the due date in an amount to be determined by the Board of Directors as authorized by Chapter 720 Florida Statutes. The Assessment or fine, together with interest or late charges therein and the costs of collection thereof, including attorney's fees, shall be a continuing lien against the parcel/unit against which the Assessment or fine is made, and shall also be a continuing personal obligation of the Owner thereof. The Association may, in accordance with Chapter 720 Florida Statutes, also record a claim of lien in the public records of the County, designating the parcel/unit against which the lien is filed, the Owner of record of the parcel/unit against which the lien is filed, the amount of unpaid Assessment or fine, the rate of interest due thereon, and the total amount claimed to be due, including interest, attorneys' fees and costs of collection. Thereafter, the Association may proceed in accordance with Chapter 720 Florida Statutes to bring an action to foreclose a lien for unpaid assessments secured by a lien in the same manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Association may recover interest, late charges, costs and attorney's fees incurred in a lien foreclosure action or in an action to recover a money judgment for the unpaid assessments. Regardless of the date of recordation of any claim of lien as specified herein, the effective date thereof shall relate back,

and it shall take priority, as of the date of recordation of this Declaration. Any successor in title to a parcel/unit shall be held to have constructive notice of the records of the Association to determine the existence of any delinquency in the payment of the Assessments or fines and shall be held liable and responsible for the payment of any delinquent Assessments or fines on the parcel/unit or prior Owner.

6.10 Subordination of Lien to Institutional Mortgage. Regardless of the effective date, as provided herein, of the lien of any Assessments or fines made by the Association, the lien of such Assessments or fines shall be superior to all liens, including homestead rights, but shall be subordinate and inferior to the lien of the mortgage of any First Mortgage of Record recorded prior to the actual date of recordation of the claim of lien. Such subordination shall, however, apply only to Assessments or fines which have become due and payable prior to a final sale or transfer of the mortgaged parcel/unit pursuant to a decree of foreclosure, or pursuant to any other proceeding or conveyance in lieu of foreclosure. The liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title shall be the maximum as allowed by Chapter 720 Florida Statutes and subsequent limitations on first mortgagee liability shall apply only if the first mortgagee filed suit against the parcel owner and initially joined the Association as a defendant in the mortgagee foreclosure action. No sale or other transfer shall relieve any parcel from liability for any Assessment or fine becoming due thereafter, nor from any lien of any such subsequent Assessments or fines. Any delinquent Assessments or fines which are extinguished pursuant to a sale or transfer in connection with the foreclosure may, at the discretion of the Board of Directors, be reallocated and assessed to all Owners as a Common Expense.

6.11 Exempt Property. The following property shall be permanently exempt from the payment of all Assessments:

- (a) All property dedicated to, or owned by, the Association.
- (b) Any portion of the Property dedicated to the County.

ARTICLE VII

MAINTENANCE OF PROPERTY

7.1 Parcel Owner Responsibility. The Owner of each Parcel/Unit shall be responsible for maintenance of all interior areas of his Unit, and all doors, windows, decks, stairs, air conditioning equipment, and all other improvements which may be designated by the Association from time to time, such as, without limitation, the carport and driveway (if so designated). The expense of any maintenance, repair or construction of the Common Property necessitated by the negligent or willful acts of an Owner, or of his family members, guests,

employees, agents, lessees or invitees, shall be borne solely by such Owner, and such Owner's parcel/unit shall be subject to an Individual Assessment for such expense.

7.2 Dwelling Party Walls. Each wall built as a part of the original construction of the dwellings within the subdivision and placed on the dividing line between the parcels/units shall constitute a party wall and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and the liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The costs of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use as determined by the Association.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to use. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

7.3 Construction /Arbitration. Notwithstanding any other provisions in this article, an Owner who, by his negligent or willful acts causes a party wall to be exposed to the elements or to breach of privacy between parcels/units shall bear the whole cost of furnishing the necessary protection against such elements or breach of privacy.

The right of any Owner to contribution from any other Owner under this article shall run with the land, and shall pass to such Owner's successors in title.

In the event of any dispute arising concerning a party wall, such dispute shall be submitted to arbitration by the Association. If the Association is unable to resolve the dispute, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The decision of a majority of all arbitrators shall bind the parties.

7.4 Association Responsibility. The Association shall be responsible for the maintenance of all Common Property; provided, however, that the expense of any maintenance, repair or reconstruction of any portion of the Common Property, necessitated by the negligent or willful acts of an Owner, or of his family members, guests, employees, agents, lessees, licensees or invitees, shall be borne solely by such Owner, and such Owner's parcel/unit shall be subject to an Individual Assessment for such expense. The Association may, in its sole and absolute discretion, undertake maintenance of exterior portions of the units, including the roof and structure and painting of the exterior portion of the units. The Association may, in its sole and absolute discretion, undertake the responsibility for the maintenance of a parcel/unit when it is determined by the Association that the Owner thereof has failed or refused to perform necessary maintenance, the expense of which will be borne by the Owner of said parcel/unit as an Individual Assessment. Nothing in this section shall create an obligation for the Association to

maintain individual units/parcels or to undertake maintenance obligations in connection with assessments that are unpaid or uncollectable.

ARTICLE VIII.

USE RESTRICTIONS

8.1 Restrictions on Use of Parcels/Units and Common Property. Except as provided below in this Declaration, all Parcels/Units shall be used only for single family residential dwellings and for no other purposes. Parcels may be maintained as second homes or investment properties and may be utilized as vacation rental properties subject to Amenity Fees referenced herein. No business may be established on any Parcel and no business may be conducted on any part thereof; provided, however, that nothing contained herein shall be construed to prohibit or limit the operation of the Common Areas.

8.2 Pets. All pets shall be kept on a leash under the control of a responsible person at all times when the pet is outside of a Dwelling. The pet owner shall be responsible at all times for cleaning up after the pet and no pet may soil outside without immediate clean up. Failure to leash any pet or remove or clean up any pet fecal matter shall subject an Owner to a fine of not less than Twenty Dollars (\$20.00). Such fine, if not paid by an Owner, shall become a lien on the Owner's parcel which shall be enforced and collectable in the same manner as assessments. The Board of Directors shall have the right to order the removal of any pet that is considered a nuisance, or a "dangerous dog" under applicable Florida Statutes, or County Ordinances, in the Board's reasonable discretion. Pets may be walked along the streets, walkways, and beach provided they are leashed and maintained as described above. However, no pet will be allowed on or in the swimming pool areas or on any areas designated as Preserve Areas by the Board, nor are they permitted on the private property of other Owners without the express permission of said Owner.

8.3 Vehicle Parking. No boats, trailers, motor homes, or commercial vehicles may be parked upon any portion of a Parcel, except those that may be stored completely under the Parcel. Service and delivery vehicles may park in the driveway of a Parcel during regular business hours, as needed for providing services or deliveries to the Parcel. Automobiles of Owners may be parked placed or stored only in the Owner's Parcel's designated parking area and may not encroach on other Owner's parking areas without the express permission of said Owner. Notwithstanding an emergency situation, under no circumstances should Owner's vehicles, or vehicles of Owner's family members, guests, employees, agents, lessees, licensees or invitees, extend into the street area and/or otherwise obstruct passageway or parking to and of other Owner's Units.

The Association shall have the right to levy reasonable fines against Owners for parking violations by the Owners or their family members, guests, employees, agents, lessees, licensees or invitees, and such fines shall be treated as Individual Assessments and shall be collectible as

such. Upon any delinquency in the payment of any parking violation fine, the Association shall have all rights as set forth in Article VI of this Declaration for non-payment of Assessments or fines, including, without limitation, lien rights against the Owner. In addition, the Association will have the right to have any vehicle which is in violation of parking regulation towed at the Owner's expense.

8.4 Temporary Structures. No structure or object of a temporary character such as, but not limited to, house trailers, commercial vans, tents, shacks, sheds, or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property, or any part thereof.

8.5 Other Structures. No building, fence, garage, under unit storage, hedge, wall or other structure shall be commenced erected or maintained upon the Property, nor shall any exterior addition to or change or alteration in appearance and décor be made until the plans and specifications have been submitted and approved by the ACC.

8.6 Insurance. No Owner shall permit or suffer anything to be done or kept on his Parcel or make any use of the Common Area which will increase the rate of insurance on any portion of the Property.

8.7 Nuisances. No use or practice which is either an annoyance to other Owners or an interference with the peaceful possession and proper use of the property by the Owners shall be allowed. No Owner shall commit or permit any nuisance or any immoral or illegal activity in or about the Property. No Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance to be made on his Parcel or in his Dwelling.

8.8 Access to Units. Whenever the Association is permitted or required by this Declaration to enter upon any Parcel for the purpose of correction, repair, cleaning, clearing, mowing, or in the event of any emergency, or for any other required or permitted activity, such entrance shall not be deemed a trespass.

8.9 Signs. Other than signs the size and nature of which may be approved from time to time by the Board of Directors, "for sale" and "for rent" signs shall not be displayed to the public view on any Parcel.

8.10 Air Conditioners/Water Purifiers, etc. All window or wall air condition units are prohibited. All air conditioner compressors shall be placed in a designated area on each Parcel. No water purifiers shall be placed outside the Dwelling nor shall any other device be placed outside the Dwelling without the written permission of the ACC.

8.11 Emergencies. Dwellings may be boarded up only when there is an imminent threat of a storm. In no event shall any Dwelling be boarded up for any period of time after the imminent threat of a storm has passed. No hurricane or storm shutters shall be installed or maintained unless they are first approved, in writing, by the ACC as provided herein.

8.12 Waste. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any Parcel or on the Common Area except in sanitary containers located in appropriate areas as designed by the Association.

8.13 Common Area. Nothing shall be altered in, constructed on, or removed from the Common Area except on the written consent of the Association.

8.14 Exterior Attachments. No exterior radio, television or satellite dish antenna may be installed on any portion of the Property unless such installation has been approved in advance by the ACC.

8.15 Exterior Receptacles. No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, or other materials shall be erected or located on the Property unless approved in advance by the ACC.

8.16 Rules and Regulations. No person shall use the Common Property or any Dwelling in any manner contrary to, or not in accordance with, the Rules and Regulations which may be promulgated by the Association or the ACC, whether or not such Rules and Regulations are restated herein in whole or in part.

ARTICLE IX

ARCHITECTURAL CONTROLS

9.1 Architectural Control Committee. It is the intent of the Association to create, implement and oversee a general plan and uniform scheme for the maintenance of the Property, with detailed attention to the environmental characteristics of the Property and to maintain within the Property a residential community of high quality and harmonious improvements. The Association shall have the authority to review and approve plans and specifications for the location, size, type or appearance of any structure or other improvement on a parcel and to enforce standards for the external appearance of any structure or improvement located on a parcel.

Furthermore, the Association's By-Laws shall provide for an on-going Architectural Control Committee (herein "ACC"). The ACC may impose standards for maintenance and improvements which may be greater or more stringent than standards prescribed in applicable building, zoning or other local government codes. These Restrictive Covenants hereby authorize the Association to publish guidelines and standards of procedure within which the ACC shall operate and function. The Board of Directors shall promulgate Architectural Control Requirements, which shall be kept on file in the office of the Association, and which are incorporated into this Declaration by reference.

ARTICLE X

RECREATIONAL FACILITIES

In addition to the covenants, restrictions and limitations relating to the use of the Common Property set forth in Article IV hereof, the following provisions shall apply to any Recreational Facilities.

10.1 Recreational Facilities. The Recreational Facilities to be provided and maintained by the Association may include, without limitation, one or more swimming pools, facilities or Improvements as the Board of Directors may from time to time designate as Recreational Facilities for the common use, benefit and enjoyment of all Owners and family members, guests, lessees, licensees and invitees of the Owners.

ARTICLE XI

INSURANCE

11.1 Liability Insurance. The Board of Directors of the Association shall obtain and maintain public liability and property damage insurance covering all Association Common Property, and insuring the Association, as its interests may appear, in such amounts as the Board of Directors of the Association may determine from time to time. Premiums for the payment of such insurance shall be paid by the Association and charged as a Common Expense.

11.2 Casualty Insurance. The Association shall obtain "all risk" insurance and vandalism and malicious mischief insurance, insuring all of the insurable Common Property, in and for the interest of the Association, with a company acceptable to the standards set by the Board of Directors of the Association in an amount equal to the maximum insurable replacement value, as determined annually. The premiums for such coverage and other expenses in connection with said insurance placement shall be paid by the Association and charged as a Common Expense.

11.3 Repairs to Common Property. If the insurance proceeds shall be insufficient to pay the cost of repair, replacement or reconstruction of Common Property, the Association shall use, from any Association reserve fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association reserve fund has been established, or if any such Association reserve fund has been established and is insufficient to pay the Association such difference, the Association shall assess the amount of the difference against, and collect it from, all Dwelling Owners as a Common Expense.

11.4 Failure to Reconstruct or Repair Common Property. If the Association is unable to reconstruct or repair the damage for which the proceeds were paid, any proceeds remaining shall be distributed to the beneficial Owners.

11.5 Dwelling Owner's Responsibility to Insure. Each individual Dwelling Owner shall purchase at Dwelling Owner's expense, liability insurance to cover accidents occurring within Dwelling Owner's Dwelling, and shall purchase insurance upon Dwelling Owner's property not covered under the policies obtained by the Association, and such insurance, where applicable, shall contain waiver of subrogation, if available. Dwelling Owner's are obligated to obtain and maintain insurance coverage for "all risk" with coverage equal to the maximum insurable replacement value for Owner's Dwelling.

ARTICLE XII

SALE OR OTHER TRANSFER ON PARCELS

In order to maintain a current roster of Members and Owners at all times, each Owner covenants to observe:

12.1 Notice to the Association. An Owner intending to make a bona fide sale, gift or other transfer of his Parcel or any other interest therein, shall give to the Association notice of such intention, in writing, together with the name and address of the intended purchaser or transferee, and such other information concerning the intended purchaser or transferee as the Association may reasonably require.

12.2 Devise or Inheritance. An Owner who has obtained title by devise or inheritance shall give the Association notice of the acquisition of title, together with such information concerning the Owner as the Association may reasonably require.

12.3 Conveyance by Foreclosure or Deed in Lieu of Foreclosure. An Owner who's Parcel has been conveyed via an action to foreclose on real property or a deed in lieu of foreclosure shall give the Association notice of the transfer of title, together with such information concerning the new Owner of record as the Association may reasonably require.

ARTICLE XIII

GENERAL PROVISIONS

13.1 Amendment. This Declaration may be amended upon recordation of an appropriate instrument in the public records of the County, subject however, to the following provisions.

(a) Except as provided herein below, an amendment initiated by any party must obtain the approval of a majority of the votes of the Members.

(b) Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions specifically set forth herein.

13.2 Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of five (5) years from the date of recording of this Declaration, after which time they shall be automatically extended for successive periods of five (5) years each, unless by a vote of a majority of the Members it is agreed upon to change such covenants in whole or in part.

13.3 Covenants Run with the Property. The agreements, covenants, conditions, restrictions, obligations, easements, reservations, rights, powers, Assessments, fines, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of the Association and the Owners.

13.4 Enforcement. Compliance with the agreements, covenants, conditions, restrictions, obligations, easements, reservations, rights, powers, Assessments, fines, liens and other provisions contained herein may be enforced by any proceeding at law or in equity against any persons or entities violating or attempting to violate the same, or against the Property subject hereto enforce any lien created by this Declaration. In the event the Association fails to enforce the terms of this Declaration, then any Member may do so. The failure or refusal by the Association, or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter.

13.5 Non-Condominium. The Association created pursuant to this Declaration and the Governing Documents of the Association is expressly not intended to be a condominium association and is not created in accordance with, and is not subject to, Florida Statutes, Chapter 718, in existence as of the date of recording this Declaration or as amended at any time. The Common Property is not intended to be a condominium property and is not created in accordance with, and is not subject to, Florida Statutes, Chapter 718, in existence as of the date of recording this Declaration and is not intended to be part any condominium.

13.6 Notice. Any notice required or permitted to be given by this Declaration shall be given or made in writing by personal delivery or by certified mail addressed to the Association at the Association's place of business address as registered with the Florida Division of Corporations. Any notice give in accordance with the provisions of this subsection shall be deemed to be effective, if personally delivered, on the date of such delivery, or if mailed by registered or certified mail, on the date upon which the return receipt is signed.

13.7 Plats. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth on any plat(s) of the Property, which plats are recorded or to be recorded in the public records of the County.

13.8 Gender and Number. The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

13.9 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provision herein, which shall remain in full force and effect.

13.10 Captions. The captions used in this Declaration and any exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto or amendments thereof.

13.11 Effective Date. This Declaration shall become effective upon its recordation in the public records of the County.

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed and the Board of Directors of the Association have hereunto set their hands and seals the date and year first above written.

THE TOWNHOMES OF ST. GEORGE
HOMEOWNERS ASSOCIATION, INC.
A Florida Not-for-Profit Corporation

Signed, sealed and delivered in the presence of:

Cubis A. Waters

Signature of Witness

Cubis A. Waters

Printed Name of Witness

Robert Huff

Robert Huff, President

Clifford Johnson III

Signature of Witness

Clifford Johnson III

Printed Name of Witness

STATE OF Florida
COUNTY OF Franklin

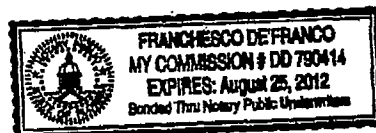
The foregoing was acknowledged before me this 17 day of December, 2009 by Robert Huff who is an Officer and/or Director of THE TOWNHOMES OF ST. GEORGE HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation, on behalf of the Association. The above named individual is personally known to me or has produced valid identification which is current and did take an oath affirming the authority as Officer and/or Director of the Association to execute this document.

Francesco De Franco

Notary Public

My Commission Expires: 08-25-2012

(Notarial Seal)



Signed, sealed and delivered in the presence of:

Dayle Flint
Signature of Witness
DAYLE FLINT
Printed Name of Witness

Ruth Ann Conley
Ruth Ann Conley, Secretary/Treasurer

Lore L. Haddock
Signature of Witness
Lore L. Haddock
Printed Name of Witness

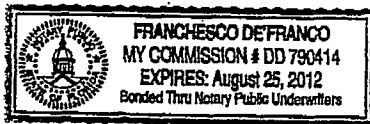
STATE OF Florida
COUNTY OF Franklin

The foregoing was acknowledged before me this 17 day of December, 2009 by Ruth Ann Conley who is an Officer and/or Director of THE TOWNHOMES OF ST. GEORGE HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation, on behalf of the Association. The above named individual is personally known to me or has produced valid identification which is current and did take an oath affirming the authority as Officer and/or Director of the Association to execute this document.

Franchesco De' Franco
Notary Public

(Notarial Seal)

My Commission Expires: 08-25-2012



Signed, sealed and delivered in the presence of:

[Signature]

Signature of Witness

IAS CIFUKY

Printed Name of Witness

[Signature]
Bernie Czerwinski

[Signature]

Signature of Witness

Linda Febrill

Printed Name of Witness

STATE OF MI
COUNTY OF Oakland

The foregoing was acknowledged before me this 21th day of Dec., 2009 by Bernie Czerwinski who is an Officer and/or Director of THE TOWNHOMES OF ST. GEORGE HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation, on behalf of the Association. The above named individual is personally known to me or has produced valid identification which is current and did take an oath affirming the authority as Officer and/or Director of the Association to execute this document.

[Signature]
Notary Public

(Notarial Seal)

My Commission Expires: 11-4-2012

ASEEL JARBOW
Notary Public, Oakland County, Michigan
Acting in Oakland County
My Commission Expires November 4, 2012



Signed, sealed and delivered in the presence of:

Richard L. Hansen

Signature of Witness

RICHARD L. HANSEN

Printed Name of Witness

John Boccella

John Boccella

Ravenn Addison

Signature of Witness

Ravenn Addison

Printed Name of Witness

STATE OF Florida

COUNTY OF Polk

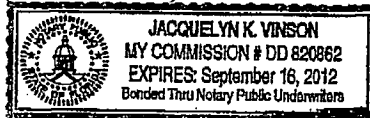
The foregoing was acknowledged before me this 21st day of December, 2009 by John Boccella who is an Officer and/or Director of THE TOWNHOMES OF ST. GEORGE HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation, on behalf of the Association. The above named individual is personally known to me or has produced valid identification which is current and did take an oath affirming the authority as Officer and/or Director of the Association to execute this document.

Jacquelyn K. Vinson

Notary Public

My Commission Expires:

(Notarial Seal)



Signed, sealed and delivered in the presence of:

Sebrina L Hensley
Signature of Witness
Sebrina L Hensley
Printed Name of Witness

Sam Bates
Sam Bates, Vice President

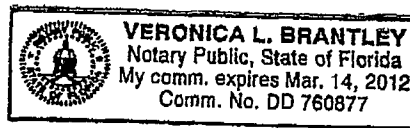
Sherri L Adams
Signature of Witness
Sherri L Adams
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF MARION

The foregoing was acknowledged before me this 23 day of DECEMBER, 2009 by Sam Bates who is an Officer and/or Director of THE TOWNHOMES OF ST. GEORGE HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation, on behalf of the Association. The above named individual is personally known to me or has produced valid identification which is current and did take an oath affirming the authority as Officer and/or Director of the Association to execute this document.

Veronica L Brantley
Notary Public
My Commission Expires:

(Notarial Seal)



Signed, sealed and delivered in the presence of:

Beth Alexander

Signature of Witness

Beth Alexander

Printed Name of Witness

Bill Farris

Bill Farris

Jennifer Baumgartner

Signature of Witness

Jennifer Baumgartner

Printed Name of Witness

STATE OF Missouri
COUNTY OF Randolph

The foregoing was acknowledged before me this 22 day of December, 2009 by Bill Farris who is an Officer and/or Director of THE TOWNHOMES OF ST. GEORGE HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation, on behalf of the Association. The above named individual is personally known to me or has produced valid identification which is current and did take an oath affirming the authority as Officer and/or Director of the Association to execute this document.

Teresa Sagner

Notary Public

My Commission Expires: 11-30-11

(Notarial Seal)



TERESA SAGNER
My Commission Expires
November 30, 2011
Randolph County
Commission #07994134

Signed, sealed and delivered in the presence of:

[Signature]
Signature of Witness
STEVEN G. KEARNEY
Printed Name of Witness

[Signature]
Bob Chomat

[Signature]
Signature of Witness
Lora L Haddock
Printed Name of Witness

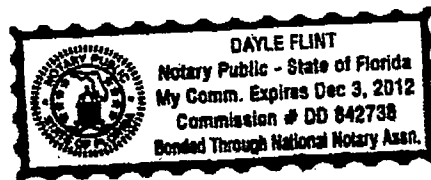
STATE OF FLORIDA
COUNTY OF FRANKLIN

The foregoing was acknowledged before me this 28th day of DECEMBER, 2009 by Bob Chomat who is an Officer and/or Director of THE TOWNHOMES OF ST. GEORGE HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation, on behalf of the Association. The above named individual is personally known to me or has produced valid identification which is current and did take an oath affirming the authority as Officer and/or Director of the Association to execute this document.

[Signature]
Notary Public

(Notarial Seal)

My Commission Expires: Dec 3rd, 2012



Signed, sealed and delivered in the presence of:

Clifford Johnson III
Signature of Witness

Clifford Johnson III
Printed Name of Witness

Bob Weinkauf
Bob Weinkauf

Cathy Weinkauf
Signature of Witness

Cathy Weinkauf
Printed Name of Witness

STATE OF Florida
COUNTY OF Franklin

The foregoing was acknowledged before me this 17 day of December, 2009 by Bob Weinkauf who is an Officer and/or Director of THE TOWNHOMES OF ST. GEORGE HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation, on behalf of the Association. The above named individual is personally known to me or has produced valid identification which is current and did take an oath affirming the authority as Officer and/or Director of the Association to execute this document.

Franchesco De'Franco
Notary Public

(Notarial Seal)

My Commission Expires: 08-25-2012



Signed, sealed and delivered in the presence of:

Tammy R. Wells

Signature of Witness

Tammy R. Wells

Printed Name of Witness

Ryan Horne
Ryan Horne

Gray Owens

Signature of Witness

Gray Owens

Printed Name of Witness

STATE OF North Carolina
COUNTY OF Haywood

The foregoing was acknowledged before me this 29th day of December 2009 by Ryan Horne who is an Officer and/or Director of THE TOWNHOMES OF ST. GEORGE HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation, on behalf of the Association. The above named individual is personally known to me or has produced valid identification which is current and did take an oath affirming the authority as Officer and/or Director of the Association to execute this document.

Amy G. Burke
Notary Public

(Notarial Seal)

My Commission Expires:

August 22, 2014

AMY G. BURKE
NOTARY PUBLIC
HAYWOOD COUNTY, NC

EXHIBIT "A"

LEGAL DESCRIPTION

ORIGINAL PHASE 1

THREE HUNDRED OCEAN MILE

Commence at the Easterly corner of St. George Island Gulf Beaches, Unit 2, a subdivision thereof recorded in Plat Book 2, Page 15 of the Public Records of Franklin County, Florida, and thence run North $18^{\circ}-37'-19''$ West along the Easterly boundary line of said subdivision for 150.00 feet; thence South $71^{\circ}-22'-41''$ West for 20 feet; thence North $18^{\circ}-37'-19''$ West for 410.00 feet to the centerline of State Road No. 300; thence run along the centerline of said State Road No. 300 North $71^{\circ}-22'-41''$ East for 416.89 feet to a Point of Curve; thence along the arc of a curve to the right which has a radius of 5720.58 feet for an arc length of 599.31 feet (Chord of said curve being North $74^{\circ}-22'-28''$ East, 599.03 feet); thence North $77^{\circ}-22'-16''$ East for 2778.72 feet to a Point of Curve; thence along the arc of a curve to the left which has a radius of 5729.58 feet for an arc length of 935.11 feet (Chord of said curve being $72^{\circ}-41'-44''$ East, 934.07 feet) to a nail marking the Point of Tangency; thence North $68^{\circ}-01'-12''$ East for 4774.57 feet to a nail on the centerline of said State Road No. 300; thence run South $21^{\circ}-58'-48''$ East for 50.0 feet to a concrete monument on the Southern right of way line of State Road No. 300 for the POINT OF BEGINNING. From this Point of Beginning run North $68^{\circ}-01'-12''$ East along said right of way line for 359.91 feet to a concrete monument; thence North $68^{\circ}-01'-05''$ East along said right of way line for 40.09 feet; thence South $21^{\circ}-58'-48''$ East for 575.27 feet, more or less, to the approximate mean high water line of the Gulf of Mexico; thence South $65^{\circ}-15'-42''$ West along said approximate mean high water line for 400.46 feet, more or less, to a point that is South $21^{\circ}-58'-48''$ East of the Point of Beginning; thence North $21^{\circ}-58'-48''$ West for 594.54 feet, more or less, to the Point of Beginning. Said lands having an area of 5.37 Acres, more or less, and being on St. George Island, Franklin County, Florida.

EXHIBIT "B"

LEGAL DESCRIPTION

ORIGINAL PHASE 2

THREE HUNDRED OCEAN MILE

Beginning at the Northeast corner of 300 Ocean Mile Phase 1 as per plat thereof recorded in Plat Book 5, Page 26, of the Public Records of Franklin County, Florida; thence North 68 degrees 01 minutes 22 seconds East along the Southeasterly line of the 100-foot right-of-way of State Road No. 300 for 435.00 feet; thence South 21 degrees 58 minutes 38 seconds East 552 feet more or less to the mean high water line of the Gulf of Mexico; thence meandering Southwesterly along and with said mean high water line for 435.81 feet more or less to the point of intersection of said mean high water line with the Easterly line of said 300 Ocean Mile Phase 1; thence North 21 degrees 58 minutes 48 seconds West along said Easterly line for 525 feet more or less to the Point of Beginning.

Also described as:

THREE HUNDRED OCEAN MILE PHASE 2 as per map or plat thereof as recorded in Plat Book 5, Page 32 of the Public Records of Franklin County, Florida.

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
THE TOWNHOMES OF ST. GEORGE HOMEOWNERS ASSOCIATION, INC.
A NONPROFIT CORPORATION
(Revised 12/15/2009)

ARTICLE I
NAME OF CORPORATION

The name of this corporation shall be THE TOWNHOMES OF ST. GEORGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE II
CORPORATION PURPOSES AND POWERS

The purposes of this corporation are to promote the health, safety and welfare of the residents within the community property, commonly known as "300 Ocean Mile" (see attachment Exhibit "A"). The corporation shall be responsible for the operation of the community for which the voting membership is made up of parcel owners and in which membership is a mandatory condition of parcel ownership, and which is authorized to impose assessments that, if unpaid, may become a lien on the parcel. The corporation (also referred to herein as the "Association") has power and authority to perform the following, but not limited to, functions: (1) Acquire, own, manage, improve, develop and dispose of real and personal property in connection with the operation and maintenance of recreation parks, pools, street lights, playgrounds, streets, roads, easements, roadways and other properties, hereinafter referred to as "common areas;" (2) Construct buildings, pave roads, construct swimming pools, sidewalks and boardwalks for use by members of the Association; (3) Provide exterior maintenance for lots; (4) Provide garbage and trash collection; (5) Maintain unkempt lands or trees; (6) Supplement municipal services; (7) Fix assessments and amenities fees to be levied against the properties; (8) Enforce all covenants, restrictions and regulations of the Association; (9) Promote public safety; and (10) Insofar as permitted by law, to do any other thing in the opinion of the Board of Directors will promote the common benefit and enjoyment of the community.

ARTICLE III
MEMBERSHIP, ASSESSMENTS AND VOTING RIGHTS

3.1 All owners of property within the area described in Exhibit "A" shall be members of the Association. No person holding merely a security interest shall be a member.

3.2 Members may be subject to payment of assessments and amenities fees which shall be a lien on the members' property for unpaid amounts in accordance with a declaration of restrictive covenants and other governing documents of the Association. Members failing to pay assessments or amenities fees shall be liable to the Association for costs, interest, and attorney's fees associated in collection or enforcement whether or not court action is filed.

3.3 There shall be one class of voting rights in which the owners of parcels shall have the right to cast one vote per parcel. Where there are multiple owners of a single parcel, only one vote per parcel may be cast on any election, resolution or other matters coming before the membership. The voting rights of a Member may be suspended for the nonpayment of regular annual assessments or special assessments that are delinquent in excess of ninety (90) days.

ARTICLE IV BOARD OF DIRECTORS

The Board of Directors shall consist of seven members. Six of the members shall be elected at large and shall serve for a two year term or until their successors are elected. The expiration of terms shall alternate such that three Board members shall be elected in the fall of each year. Following an annual election, the six Board members on the new Board of Directors shall select a seventh Board member to serve a one-year term.

ARTICLE V OFFICERS

The Officers shall be a President, a Vice-President, a Secretary, and a Treasurer, and must be members of the Board of Directors, and shall serve annual terms.

ARTICLE VI MERGER AND CONSOLIDATION

The corporation may be merged or consolidated with any other existing nonprofit corporation by a two-thirds vote of the membership. Additional property may be made subject to the provisions of these Articles upon application of the owners of such property and approval of the application by a two-thirds vote of the membership.

ARTICLE VII MORTGAGES AND OTHER INDEBTEDNESS

This corporation shall have the power to mortgage property and incur other indebtedness thereon except that such indebtedness shall not exceed three (3) years current assessment without two-thirds vote of the membership.

ARTICLE VIII
QUORUM

For purposes of membership meetings, twenty-five (25%) percent of the eligible voting membership shall constitute a Quorum.

ARTICLE IX
DEDICATION OF PROPERTIES

Property and interest therein may be dedicated to public use by the corporation in accordance with any dedication of covenants and these Articles.

ARTICLE X
EXISTENCE

This corporation shall have perpetual existence

ARTICLE XI
DISSOLUTION

The corporation may be dissolved upon ninety percent (90%) vote of the total membership and approval of at least seventy-five percent (75%) of the Board of Director members.

ARTICLE XII
DISPOSITION OF ASSETS UPON DISSOLUTION

All assets both real and personal held by the corporation at the time of its' dissolution shall be dedicated or transferred to a public agency or other nonprofit corporation with purposes similar to those of this corporation.

ARTICLE XIII
AMENDMENTS

These Articles and the Bylaws of the corporation may be amended by approval of the Board of Directors and proposed by them to the membership for approval by at least a majority of the members, unless all of the directors and all the members sign a written statement manifesting

their intention that a certain amendment of these Articles or an amendment of the Bylaws of this corporation be made.

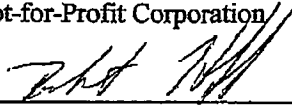
ARTICLE XIV
REPEAL OF CONFLICTS

All Bylaws, Articles of Incorporation, and any and all agreements are hereby repealed to the extent of a conflict with these Articles.

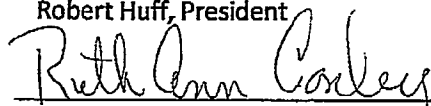
Date of the adoption of these Articles of Amendment to Articles of Incorporation: December 15, 2009.

These Articles of Amendment to Articles of Incorporation were approved by the Board of Directors on August 20, 2009 and by a majority of the members on December 15, 2009.

THE TOWNHOMES OF ST. GEORGE
HOMEOWNERS ASSOCIATION, INC.
A Florida Not-for-Profit Corporation



Robert Huff, President



Ruth Ann Conley, Secretary/Treasurer

EXHIBIT "A"

LEGAL DESCRIPTION
ORIGINAL PHASE 1
THREE HUNDRED OCEAN MILE

Commence at the Easterly corner of St. George Island Gulf Beaches, Unit 2, a subdivision thereof recorded in Plat Book 2, Page 15 of the Public Records of Franklin County, Florida, and thence run North 18° -37' -19" West along the Easterly boundary line of said subdivision for 150.00 feet; thence South 71° -22' -41" West for 20 feet; thence North 18° -37' -19" West for 410.00 feet to the centerline of State Road No. 300; thence run along the centerline of said State Road No. 300 North 71° -22' -41" East for 416.89 feet to a Point of Curve; thence along the arc of a curve to the right which has a radius of 5720.58 feet for an arc length of 599.31 feet (Chord of said curve being North 74° - 22' -28" East, 599.03 feet); thence North 77° -22' -16" East for 2778.72 feet to a Point of Curve; thence along the arc of a curve to the left which has a radius of 5729.58 feet for an arc length of 935.11 feet (Chord of said curve being 72° -41' -44" East, 934.07 feet) to a nail marking the Point of Tangency; thence North 68° -01' -12" East for 4774.57 feet to a nail on the centerline of said State Road No. 300; thence run South 21° -58' -48" East for 50.0 feet to a concrete monument on the Southern right of way line of State Road No. 300 for the POINT OF BEGINNING. From this Point of Beginning run North 68° -01' -12" East along said right of way line for 359.91 feet to a concrete monument; thence North 68° -01' 05" East along said right of way line for 40.09 feet; thence South 21° -58' -48" East for 575.27 feet, more or less, to the approximate mean high water line of the Gulf of Mexico; thence South 65° -15' -42" West along said approximate mean high water line for 400.46 feet, more or less, to a point that is South 21° -58' -48" East of the Point of Beginning; thence North 21° -58' -48" West for 594.54 feet, more or less, to the Point of Beginning. Said lands having an area of 5.37 Acres, more or less, and being on St. George Island, Franklin County, Florida.

LEGAL DESCRIPTION
ORIGINAL PHASE 2
THREE HUNDRED OCEAN MILE

Beginning at the Northeast corner of 300 Ocean Mile Phase 1 as per plat thereof recorded in Plat Book 5, Page 26, of the Public Records of Franklin County, Florida; thence North 68 degrees 01 minutes 22 seconds East along the Southeasterly line of the 100-foot right-of-way of State Road No. 300 for 435.00 feet; thence South 21 degrees 58 minutes 38 seconds East 552 feet more or less to the mean high water line of the Gulf of Mexico; thence meandering Southwesterly along and with said mean high water line for 435.81 feet more or less to the point of intersection of said mean high water line with the Easterly line of said 300 Ocean Mile Phase 1; thence North 21 degrees 58 minutes 48 seconds West along said Easterly line for 525 feet more or less to the Point of Beginning.

Also described as:

THREE HUNDRED OCEAN MILE PHASE 2 as per map or plat thereof as recorded in Plat Book 5, Page 32 of the Public Records of Franklin County, Florida.

BYLAWS

OF

**The Townhomes of St. George Homeowners Association, Inc.,
A Florida Not-for-Profit-Corporation
(Amended and Restated on 12/15/2009)**

ARTICLE I DEFINITIONS

Section 1. "Assessment" or "amenity fee" means a sum or sums of money payable to the association by the owners of one or more parcels as authorized in the governing documents, and/or properly assessed in accordance with the articles of incorporation, bylaws, or other documents governing the community, which if not paid by the owner of the parcel(s) can result in a lien against the parcel(s).

Section 2. "Common area(s)" or "common properties" means all real property within the community which is owned or leased by the Association or dedicated for use or maintenance by the association or its members, including, but not limited to, regardless of whether title has been conveyed to the association: (a) real property the use of which is dedicated to the association or its members by a recorded plat; or (b) real property committed by a declaration of covenants to be leased or conveyed to the association; parks, playgrounds, swimming pools, boat docks, commons, streets, footways, including buildings, structures, personal properties incident thereto, and any other properties owned and maintained by the Association for the common benefit and enjoyment of the residents within The Properties.

Section 3. "Community" means the real property that is or will be subject to a declaration of covenants recorded in Franklin County Florida where the property is located.

Section 4. "Declaration of covenants" or "declaration" means the recorded instrument in the nature of covenants running with the land which subjects the land comprising the community to the jurisdiction and control of the Association in which the owners of the parcels must be members.

Section 5. "Governing documents" means: (a) the recorded declaration of covenants for the Community, and all duly adopted and recorded amendments, supplements, and recorded exhibits thereto; and (b) the articles of incorporation and bylaws of the Association, and any duly adopted amendments thereto.

Section 6. "Homeowners Association" or "Association" means THE TOWNHOMES OF ST. GEORGE HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation responsible for the operation of the Community in which the voting membership is made up of parcel owners, and in which membership is a mandatory

condition of parcel ownership, and which is authorized to impose assessments that, if unpaid, may become a lien on the parcel.

Section 7. "Member" means a member of the Association who is a parcel owner obligated by the governing documents to pay an assessment or amenity fee. One "Membership" is allocated to each individual parcel.

Section 8. "Member in good standing" means a Member who is in compliance with the Association's Governing Documents and Rules and Regulations.

Section 9. "Parcel" means a "fee simple" platted or unplatted lot, tract, unit or other subdivision of real property within the Community, as described in the declaration: (a) which is capable of separate conveyance; and (b) of which the parcel owner is obligated by the governing documents to be a member of the Association that serves the Community; and to pay homeowner's association assessments, that, if not paid, may result in a lien.

Section 10. "Parcel owner" means the record owner of legal title to a parcel.

Section 11. "The Property" means the property described in Exhibit "A" of the Articles of Incorporation of Townhomes of St. George Island Homeowners Association, Inc., a not-for-profit corporation, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation as provided in Article VI, of the Articles of Incorporation; and includes the real property this is or will be subject to a declaration of covenants recorded in Franklin County Florida where the property is located.

Section 12. "Rules and Regulations" shall mean and refer to all restrictions, conditions or limitations which may be promulgated by the Association relating to the use by Members of the Common areas or Common properties, as further set forth herein.

ARTICLE II LOCATION

The principal office of the Association shall be at a place designated by the Board of Directors

ARTICLE III MEMBERSHIP

Section 1. Every person or entity who is a record owner of a fee or undivided fee or interest in any townhome which is subject by covenants of record to assessment by the Association, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. The rights of membership are subject to the payment of monthly and special assessments levied by the Association. Each member's proportional share of the annual budget and the general operations and obligations of the Association is referred to as an "assessment." Members proportional share of expenses is allocated among different classes of parcels as based on size of each parcel and based on vacation rental or non-vacation rental status. The Association may levy an "amenity fee" as further referenced in Article V, Section 2 and Article XIV, Section 5. The assessments or amenity fees are payable to the Association. In the event that a vacation rental management company fails to collect and remit an amenity fee, the member shall be responsible for remitting the amenity fee. Under Florida law and the Governing Documents, any assessments or amenity fees remaining unpaid by a member may become a lien on the parcel until the assessment is paid. The purposes for which the Association may levy an assessment or amenity fee are identified in the Governing Documents.

Section 3. The membership rights of any person whose interest in The Properties is subject to assessments under Article III, Section 2, whether or not the member be personally obligated to pay such assessments, may be suspended by action of the Directors, during the period when the assessments remain unpaid; but, upon full payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the common properties and facilities, and the personal conduct of any person thereon, they may suspend the rights of any member or member's family members, tenants, guests or invitees, or both, to use common properties and may levy reasonable fines as provided in Article V, Section 4.

ARTICLE IV VOTING RIGHTS

There shall be one class of voting rights in which the owners of parcels shall have the right to cast one vote per parcel. Where there are multiple owners of a single parcel, only one vote per parcel may be cast on any election, resolution or other matters coming before the membership. The voting rights of a member may be suspended for the nonpayment of regular annual assessments or special assessments that are delinquent in excess of 90 days.

ARTICLE V PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

Section 1. Each member shall be entitled to the use and enjoyment of the common properties and facilities as provided by deed of dedication and in the "Property Rights in the Common Properties" of the respective Restrictive Covenants of the Townhomes of St. George.

Section 2. Any member's rights of enjoyment in the common properties and facilities extend to the member's family members, tenants, guests or invitees. Others may be extended the rights of enjoyment in the common properties and facilities as determined

by the Board of Directors from time to time. Vacation rental guests occupancies may be assessed an "amenity fee" as determined by the Board of Directors. The rights of and privileges of any person are subject to suspension under Article III, Section 3, to the same extent as those of the member.

Section 3. The Association, through its Board of Directors, shall regulate the use of the Common Property, and may from time to time promulgate such Rules and Regulations.

Section 4. The Association may suspend, for a reasonable period of time, the rights of a member or a member's family members, tenants, guests or invitees, or both, to use common areas and facilities and may levy reasonable fines, not to exceed statutory limits per violation, against any member or member's family members, tenants, guests or invitees who are in violation of the adopted and published rules and regulations governing the use of the common properties and facilities. In accordance with Florida Law, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed statutory limits.

ARTICLE VI ASSOCIATION PURPOSES AND POWERS

The Association has been organized for the following purposes: (1) to promote the health, safety and general welfare of the residents of 300 Ocean Mile; (2) to own, acquire, build, operate and maintain recreational areas; and (3) all purposes and powers as set forth in Article II of the Articles of Incorporation of The Townhomes of St. George Homeowners Association, Inc. are incorporated herein as fully and as completely as if specifically set forth.

ARTICLE VII BOARD OF DIRECTORS

Section 1. The Board of Directors shall consist of seven members. Six of the members shall be elected at large and shall serve for a two year term or until their successors are elected. The expiration of terms shall alternate such that three Board members shall be elected in the fall of each year. Following an annual election, the six Board members on the new Board of Directors shall select a seventh Board member to serve a one-year term.

Section 2. The Board of Directors shall be elected by a plurality of the votes cast by eligible voters. Any vacancy in the Board of Directors shall be filled by an affirmative vote of the majority of the remaining Directors. Unless contrary to Florida Law, a Director appointed to fill a vacancy shall serve only until the expiration of the term of the vacancy filled.

Section 3. Any member of the Board of Directors may be recalled from office with or without cause by a majority of the total voting interests as provided by Florida Statute.

Section 4. All Members of the Association shall be eligible to serve on the Board of

Directors, and a Member may nominate himself or herself as a candidate for the Board at a Meeting where the election is to be held. Candidates for the Board must be members in good standing at the time of the election.

ARTICLE VIII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Except as provided in the Articles of Incorporation or Restrictive Covenants, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be managed under the direction of, the Board of Directors. The Board of Directors shall have power:

- (a) To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in Article XII, Section 2.
- (b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer, or director of the Association in any capacity whatsoever.
- (c) To levy, assess, and collect the assessments or charges referred to within these Bylaws and/or the Governing Documents.
- (d) To adopt the annual budget at the annual membership meeting after presentation to the membership and prior to the election of new Directors.
- (e) To adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the members and their guests thereon.
- (f) To exercise for the Association all powers, duties, and authority vested in or delegated to this Association, except those reserved to the annual meeting or to members in the governing documents.
- (g) In the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant.
- (h) To indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by, or in the right of, the corporation), by reason of the fact that the person is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, including any appeal thereof, if the person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the

best interest of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful.

- (i) Any other powers provided herein.

Section 2. It shall be the duty of the Board of Directors:

- (a) A Director shall discharge his or her duties as a Director, including his or her duties as a member of a board committee, in good faith, with the care an ordinary person would exercise under similar circumstances, and which is in the best interests of the Association.
- (b) To cause and maintain each of the following items, when applicable, which constitute the official records of the Association:
 - a. Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair or replace;
 - b. A copy of the Bylaws and each amendment to the Bylaws;
 - c. A copy of the Articles of Incorporation and each amendment thereto;
 - d. A copy of the declaration of covenants and a copy of each amendment thereto;
 - e. A copy of the current rules of the Association;
 - f. The minutes of all meetings of the Board of Directors and of the Members;
 - g. A current roster of all Members and their mailing addresses and parcel identification.
 - h. All of the Association's insurance policies or a copy thereof;
 - i. A current copy of all contracts to which the Association is a party, including, but not limited to, any management agreement, lease, or other contract under which the Association has any obligation or responsibility.
 - j. The financial and accounting records of the Association;
 - k. A copy of the statutorily required Residential Sales Disclosure.
 - l. All official records of the Association not specifically included in the foregoing which are related to the operation of the Association.
- (c) To supervise all officers, agents and employees of the Association, and to ensure that their duties are properly performed.
- (d) As more fully provided in the appropriate Articles of Incorporation and the respective Declarations of Covenants and Restrictions applicable to The Properties:
 - a. To fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and, at the same time;
 - b. To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member in accordance with Florida Statute;
 - c. To send written notice of each assessment to every owner subject thereto.
- (e) To issue, or to cause an appropriate officer to issue, upon demand by any person,

a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE IX
DIRECTORS MEETINGS

Section 1. The regular meetings of the Board of Directors shall be held at a time, place and frequency as determined by the Board of Directors. A meeting of the Board of Directors of the Association occurs whenever a quorum of the Board of Directors gathers to conduct Association business. Unless otherwise stated herein, meetings of the Board of Directors shall be conducted in accordance with Roberts Rules of Order.

Section 2. All meetings of the Board must be open to all members except for meetings: (a) between the Board and its attorney with respect to proposed or pending litigation; or (b) with respect to meetings between the Board and its attorney held for the purpose of discussing personnel matters; or (c) any other meetings as authorized by Florida law.

Section 3. Notice of all Board meetings shall be provided to the Board Members and to all Members in accordance with Florida law, except in an emergency. Notice shall be provided by mail to Members and/or notice may be provided to individual Members via electronic transmission or in any other manner authorized by law. Members who elect to receive notice via electronic transmission must consent in writing to receive such notice.

Section 4. Special meetings of the Board shall be held when called by any officer of the Association or by any two (2) Directors and shall be noticed to Board Members and Members in accordance with Florida law.

Section 5. Assessments shall not be levied at a Board meeting unless the meeting is noticed in accordance with Florida Law.

Section 6. Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers.

Section 7. In addition to Members rights as provided by Florida law, the Board of Directors may adopt on behalf of the Association, written rules expanding the right of members to speak and governing the frequency, duration, and other manner of member statements, which rules must be consistent with Florida law and may include a sign-up sheet for members wishing to speak.

ARTICLE X
OFFICERS

Officers have the authority and shall perform the duties set forth as follows:

Section 1. The Officers shall be a president, a vice-president, a secretary, and a treasurer. All Officers must be members of the Board of Directors.

Section 2. The Officers shall be chosen by a majority vote of the Board of Directors and may be chosen by secret ballot.

Section 3. All Officers shall hold office at the pleasure of the Board.

Section 4. The president shall: (a) preside at all meetings of the Board; execute contracts approved by the Board and other documents in the name of the Association as its agent; (b) assume general charge of the day-to-day administration of the Association and have the authority to authorize specific actions in furtherance of the Board's policies; (c) have the inherent authority to appoint committees to advise him/her and the Board; and (d) have the authority to appoint certain officers to assist him/her with his/her duties.

Section 5. The vice-president is vested with all of the powers which are required to perform the duties of the Association president in the absence of the president.

Section 6. The secretary shall: (a) be ex-officio secretary of the Board of Directors; (b) shall record the votes and keep minutes of all proceedings; (c) shall keep the records of the Association and be responsible for authenticating records of the Association and be responsible for ensuring Members access to the records; and (d) shall be responsible for expediting notice for all meetings of the Board of Directors and meetings of the Membership.

Section 7. The treasurer shall: (a) oversee and supervise the receipt and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board; (b) sign all checks and notes of the Association; (c) shall serve as the custodian of the funds, securities and financial records of the Association; (d) be responsible for coordinating the development of the proposed annual budget and for preparing and giving the annual financial report; and (e) procure an annual professional audit of the Association's financial records.

Section 8. The Officers of the Association shall comprise the Executive Committee of the Board and shall act in the place and stead of the Board when the Board cannot promptly meet to consider matters.

ARTICLE XI COMMITTEES

Section 1. Unless otherwise provided herein, each committee shall consist of a Chairman and two other or more Members and shall include a member of the Board of Directors.

Unless otherwise provided herein, Committees are created by resolution of the Board of Directors to serve terms of one (1) year. The President has inherent authority to appoint committees to advise the President and the Board of Directors. The Standing Committees of the Association shall be:

The Nominating Committee
The Architectural Control Committee

Section 2. Committees authorized to spend Association funds or committees vested with the power to approve architectural decisions in the community must follow the same notice, quorum and voting requirements imposed upon the Board of Directors of the Association. Meetings of these committees must be open to members of the Association, and committee members are not permitted to vote by proxy or by secret ballot.

Section 3. The Architectural Control Committee (hereinafter "ACC") shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions of the Association. The ACC shall make recommendations for all approval of actions subject to ACC review to the Board of Directors and the ACC shall not take final action until receipt of approval by the Board of Directors. The ACC shall consist of three (3) voting Members appointed annually by the Board of Directors subsequent to Annual Membership Meetings, one of which shall be Member of the Board of Directors who shall serve as Chair of the ACC. The ACC shall monitor proposals, programs or activities which may adversely affect the residential value of the Properties and shall advise the Board of Directors regarding Association action on such matters. It shall have the power to ensure that the property is maintained in a manner consistent with the uniform architectural scheme of the Community. The ACC may evaluate and approve plans and specifications for units within the community, and the ACC may enforce standards governing the external appearance of structures and improvements within the Community to the extent permitted by the Declarations of Covenants. The Board of Directors shall create, implement and oversee Architectural Control Requirements, which shall be kept on file in the office of the Association, and which are incorporated into this document by reference. The Board of Directors shall from time to time create, maintain and amend published guidelines and standards of procedure within which the ACC shall operate and function. Except as otherwise specifically provided herein, all Improvements to the Property must be constructed in accordance with the Architectural Control Requirements, as amended from time to time by the Board of Directors.

ARTICLE XII MEETINGS OF MEMBERS

Section 1. The Association shall hold a meeting of its Members annually for the transaction of any and all proper business during the month of October at a time, date and place designated by the Board of Directors. Unless otherwise stated herein, membership

meetings shall be conducted in accordance with Roberts Rules of Order.

Section 2. Special meetings must be held when called by the Board of Directors or by at least twenty-five (25) percent of the total voting interests of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

Section 3. The Association shall give all Members actual notice of all membership meetings, which shall be mailed, delivered, or electronically transmitted to the Members not less than fourteen (14) days in advance of the meeting.

Section 4. The percentage of voting interests required to constitute a quorum at a meeting of the Members shall be twenty-five (25%) percent of the total eligible voting interests. Decisions that require a vote of the Members must be made by the concurrence of at least a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum has been attained.

Section 5. Unless otherwise required by law, any governing document of the Association may be amended by the affirmative vote of a majority of the eligible voting interests of the Association.

Section 6. Members have the right to attend all membership meetings and to speak at any meeting in accordance with Florida law. The Board of Directors may adopt for the Association reasonable rules governing the frequency, duration, and other manner of member and parcel owner statements, which rules must be consistent with Florida law.

ARTICLE XIII PROXIES

Section 1. Unless otherwise provided by Florida law, the Members have the right to vote in person or by proxy.

Section 2. To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it was given, and must be signed by the authorized Member issuing the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally give. A proxy shall be assigned to another Member or marked as to clearly indicate a voting preference on a particular issue. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

Section 3. All proxy forms must be clearly and legibly identified and must contain the street address and/or Lot, Block and Unit designation of property entitling Membership.

ARTICLE XIV
ASSESSMENTS

Section 1. OPERATING BUDGET: The Treasurer shall prepare, in advance of each year, a proposed annual budget for the fiscal year of operating common expenses. Annual budgets of operating common expenses shall be subject to the approval, or modification, of the Board of Directors after presentation of a proposed budget to the membership at its annual meeting and the annual budget shall be adopted by the Board prior to conducting elections for new Directors.

Section 2. RESERVE BUDGET: The Treasurer shall prepare, in advance each year, a proposed annual budget for the fiscal year of reserve accounts. Annual budgets of reserve accounts as prepared by the Treasurer shall be effective when approved by the Board of Directors. The membership, however, shall have the right, as provided by law, to approve increase, decrease, or delete requirement for reserves, or to alter or change any reserve budgetary item.

Section 3. COLLECTION OF ASSESSMENTS: As provided for herein and in the Governing Documents, each member is obligated to pay the Association regular and special assessments. The Board of Directors shall collect from each parcel, quarterly or monthly in advance as the Board of Directors shall determine such parcel's share of operating and reserve assessments. In addition to the assessments levied pursuant to the annual budgets for operations and reserves, and in addition to any authority to levy special assessments contained in the Governing Documents as amended from time to time, the Board of Directors shall have the power from time to time, as they deem necessary, to levy special assessments for any lawful purpose, which shall be payable in the manner determined by the Board of Directors relative to such assessments.

Section 4. PROVISIONS FOR SPECIAL ASSESSMENTS: The special assessments which the Board of Directors of the Association is entitled to levy, assess, and collect pursuant to the Governing Documents shall include, but not be limited to, the following:

4.1 Special Assessment for Exterior Painting: The Association shall, from time to time as needed, paint the exterior of the units. Each parcel shall pay a special assessment to the Association for painting of the exterior of the units. Said special assessments shall be based on each individual parcel's percentage of the total cost of exterior painting in accordance with square footage painted for each parcel as applied to the entire exterior area painted.

4.2 Special Assessment for Roof Repair or Replacement: The Association shall, from time to time as needed, make repairs or replace the roofs of the units. Assessments shall be paid on a pro rata basis by all those parcels in the building in which roof is repaired or replaced. Prorated assessments shall be based on each parcel's percentage of the total square footage repaired or replaced.

4.3 Special Assessments for Maintenance of Sewage Treatment Plant. Special

Assessments may be levied in association with maintenance of a sewage treatment plant. Said assessments are levied to each parcel in accordance with a formula to be approved by the Board of Directors based upon the size category of parcels.

4.4 Other Special Assessments: Acquisition of property by the Association; construction, reconstruction, unexpected repair or replacement of Improvements to the Common Property, including necessary fixtures and personal property related thereto; all other expenses which the Association is authorized to incur in order to fulfill its responsibilities and obligations hereunder;

4.5 Special Assessments shall be levied against all parcels subject to a Special Assessment, so that all such parcels shall be assessed based upon the size classification for a parcel. Special Assessments shall be collectable as the Board of Directors shall determine in its sole and absolute discretion.

Section 5. AMENITY FEES. Amenity fees may be assessed to parcels that may be classified as vacation rental properties. Amenity fees are based upon consideration of the following factors: (1) Association Management allocates substantial time collecting Association Assessments through rental management companies who manage properties available as vacation rentals; (2) Vacation rental occupants increase the time involved in maintain the grounds, pools, and rubbish removal; (3) Vacation rental occupants require additional oversight on the part of management. Amenity fees assessed to vacation rental occupancies may also vary depending upon the status of "pet friendly" occupancy, as pets increase the maintenance associated with the property grounds.

Section 6. EMERGENCY SPECIAL ASSESSMENTS. The Association may levy an Emergency Special Assessment when, in the sole and absolute determination of the Board of Directors, there is potential danger of damage to persons or property. Emergency Special Assessments may be utilized for preventative, protective or remedial construction, reconstruction, repairs or replacements. Events justifying Emergency Special Assessments include, but are not limited to, hurricanes, floods, fires, and freezing temperatures. Emergency Special Assessments shall be levied on an equitable basis as determined by the number of parcels affected by the emergency and/or such other basis as the Board of Directors determines is equitable, and shall be collectible in such manner as the Board of Directors shall determine in its sole and absolute discretion.

Section 7. INDIVIDUAL ASSESSMENTS: The Association shall have the power and authority to levy and collect an Individual Assessment against a particular parcel for the cost of maintenance, repairs or replacements to a unit and within or without the unit, which the Member Owner has failed or refused to perform, and which failure or refusal has in the opinion of the association endangered or impaired the use or value of other portions of the Property. The Association shall have a right of entry onto each parcel to perform any necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The Individual Assessment may include an

administration fee charged by the Association in an amount to be determined by the Board of Directors in its sole and absolute discretion from time to time. All Individual Assessments shall be collectible in such manner as the Association shall determine in its sole and absolute discretion. The authority to levy an Individual Assessment shall be exercisable in the sole discretion of the Board of Directors and ability to do so shall not be construed as an obligation to do so

Section 8. LIABILITY, LIEN INTEREST, AND COLLECTION OF DELINQUENT ASSESSMENTS. The parcel owners, the Board of Directors and the Corporation shall have such responsibilities and powers with regard to assessment liability, liens, interest and collection, as are provided for in the Governing Documents as amended from time to time, and collection of interest, administrative late fees, and attorney's fees and costs on delinquent assessments in the maximum amount provided by law or the Governing Documents.

ARTICLE XV SUSPENSION OF RIGHTS AND FINES

The Board of Directors may suspend, for a reasonable period of time, the rights of a Member or Member's tenants or guests to use the common areas or recreational facilities for violation of the Governing Documents or Rules of the Association. The Board of Directors may also impose reasonable fines against any Member, tenant or guest violating the Rules or the Governing Documents. An authorized fine may be levied on the basis of each day of continuing violation. A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before an Enforcement Committee.

ARTICLE XVI PARTY WALLS

Section 1. General rules of law apply and each wall which is built as a part of the original construction of the townhomes upon the property and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who made use of the wall in proportion to such use as determined by the Association.

Section 3. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter made use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the other owner(s) under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Notwithstanding any other provision of this Section, any owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

Section 5. The right of any owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. In the event of any dispute arising concerning a party wall, or under the provisions of this Section, the matter shall be referred to the Board of Directors of the Association and the decision of a majority vote by the Board shall be binding upon the parties.

ARTICLE XVII DISPUTE RESOLUTION

Disputes between the Association and a parcel owner regarding use of or changes to the parcel or common areas and other covenant enforcement disputes, disputes regarding amendments to the Association Documents, disputes regarding meetings of the Board of Directors and Committees appointed by the Board of Directors, Membership meetings not including election meetings, and access to official records of the Association shall be the subject of a demand for presuit mediation served by an aggrieved party before the dispute is filed in court. Presuit mediation proceedings must be conducted in accordance with the applicable Florida Rules of Civil Procedure, and these proceedings are privileged and confidential to the same extent as court-ordered mediation. Disputes subject to presuit mediation shall not include the collection of any assessment, fine or other financial obligation, including attorney's fees and costs, claimed to be due or any action to enforce a prior mediation settlement agreement between the parties. In any dispute subject to presuit mediation where emergency relief is required, a motion for temporary injunctive relief may be filed with the court without first complying with the presuit mediation requirements. Election disputes and recall disputes shall be arbitrated by the Department of Business and Professional Regulation in accordance with Florida Law.

ARTICLE XVIII AMENDMENTS

These Bylaws of the corporation may be amended by approval of the Board of Directors and proposed by them to the membership for approval by at least a majority of the members, unless all of the directors and all the members sign a written statement manifesting their intention that a certain amendment of the Bylaws of this corporation be made.

ARTICLE XIX
REPEAL OF CONFLICTS

All Bylaws and any and all agreements are hereby repealed to the extent of a conflict with these Bylaws.

The members have approved adoption of these bylaws by a majority vote obtained on December 15, 2009

The undersigned, being all of the Directors of The Townhomes of St. George Homeowner's Association, Inc., have adopted these Bylaws as the Bylaws of the Corporation, on the 15th day of December:

IN WITNESS WHEREOF, the Board of Directors of the Association have hereunto set their hands and seals.

THE TOWNHOMES OF ST. GEORGE
HOMEOWNERS ASSOCIATION, INC.
A Florida Not-for-Profit Corporation

Signed, sealed and delivered in the presence of:

Cubis A. Waters
Signature of Witness
Cubis A. Waters
Printed Name of Witness

Robert Huff
Robert Huff, President

Clifford Johnson III
Signature of Witness
Clifford Johnson III
Printed Name of Witness

STATE OF Florida
COUNTY OF Franklin

The foregoing was acknowledged before me this 17 day of December, 2009 by Robert Huff who is an Officer and/or Director of THE TOWNHOMES OF ST. GEORGE HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation, on behalf of the Association. The above named individual is personally known to me or has produced valid identification which is current and did take an oath affirming the authority as Officer and/or Director of the Association to execute this document.

Francesco DeFranco
Notary Public
My Commission Expires: 08:25:2012

(Notarial Seal)

Signed, sealed and delivered in the presence of:



Dayle Flint
Signature of Witness
DAYLE FLINT
Printed Name of Witness

Ruth Ann Conley
Ruth Ann Conley, Secretary/Treasurer

Lora L. Haddock
Signature of Witness
Lora L. Haddock
Printed Name of Witness

STATE OF Florida
COUNTY OF Franklin

The foregoing was acknowledged before me this 17 day of December, 2009 by Ruth Ann Conley who is an Officer and/or Director of THE TOWNHOMES OF ST. GEORGE HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation, on behalf of the Association. The above named individual is personally known to me or has produced valid identification which is current and did take an oath affirming the authority as Officer and/or Director of the Association to execute this document.

Francesco Di'Franco
Notary Public
My Commission Expires: 08-25-2012

(Notarial Seal)



Signed, sealed and delivered in the presence of:

[Handwritten Signature]

Signature of Witness

IRIS CIFLIK

Printed Name of Witness

[Handwritten Signature]

Bernie Czerwinski

[Handwritten Signature]

Signature of Witness

Linda Egibilli

Printed Name of Witness

STATE OF MI
COUNTY OF Oakland

The foregoing was acknowledged before me this 20th day of Dec., 2009 by Bernie Czerwinski who is an Officer and/or Director of THE TOWNHOMES OF ST. GEORGE HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation, on behalf of the Association. The above named individual is personally known to me or has produced valid identification which is current and did take an oath affirming the authority as Officer and/or Director of the Association to execute this document.

[Handwritten Signature]

(Notarial Seal)

Notary Public

My Commission Expires: 11-4-2012

ASEEL JARBOW
Notary Public, Oakland County, Michigan
Acting in Oakland County
My Commission Expires November 4, 2012



Signed, sealed and delivered in the presence of:

Richard L. Hansen

Signature of Witness

RICHARD L. HANSEN

Printed Name of Witness

John Boccella

John Boccella

Ravern Addison

Signature of Witness

Ravern Addison

Printed Name of Witness

STATE OF Florida

COUNTY OF Polk

The foregoing was acknowledged before me this 21st day of December, 2009 by John Boccella who is an Officer and/or Director of THE TOWNHOMES OF ST. GEORGE HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation, on behalf of the Association. The above named individual is personally known to me or has produced valid identification which is current and did take an oath affirming the authority as Officer and/or Director of the Association to execute this document.

Jacquelyn K. Vinson

Notary Public

My Commission Expires:

(Notarial Seal)



Signed, sealed and delivered in the presence of:

Sherril Hensley
Signature of Witness
Sherril Hensley
Printed Name of Witness

Sam Bates
Sam Bates, Vice President

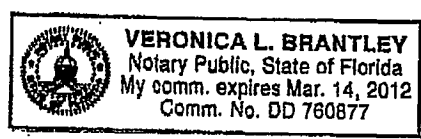
Sherril Adams
Signature of Witness
Sherril L. Adams
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF MARION

The foregoing was acknowledged before me this 23 day of DECEMBER, 2009 by Sam Bates who is an Officer and/or Director of THE TOWNHOMES OF ST. GEORGE HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation, on behalf of the Association. The above named individual is personally known to me or has produced valid identification which is current and did take an oath affirming the authority as Officer and/or Director of the Association to execute this document.

Veronica L. Brantley
Notary Public
My Commission Expires:

(Notarial Seal)



Signed, sealed and delivered in the presence of:

Beth Alexander

Signature of Witness

Beth Alexander

Printed Name of Witness

Bill Farris

Bill Farris

Jennifer Baumgartner

Signature of Witness

Jennifer Baumgartner

Printed Name of Witness

STATE OF Missouri
COUNTY OF Randolph

The foregoing was acknowledged before me this 22 day of December, 2009 by Bill Farris who is an Officer and/or Director of THE TOWNHOMES OF ST. GEORGE HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation, on behalf of the Association. The above named individual is personally known to me or has produced valid identification which is current and did take an oath affirming the authority as Officer and/or Director of the Association to execute this document.

Teresa Sagner

Notary Public

My Commission Expires: 11-30-11

(Notarial Seal)



TERESA SAGNER
My Commission Expires
November 30, 2011
Randolph County
Commission #07384134

Signed, sealed and delivered in the presence of:

Signature of Witness

Suzanne O. Conway
Printed Name of Witness

Bob Chomat
Bob Chomat

Signature of Witness

Lora Lifshack
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF FRANKLIN

The foregoing was acknowledged before me this 28th day of DECEMBER 2009 by Bob Chomat who is an Officer and/or Director of THE TOWNHOMES OF ST. GEORGE HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation, on behalf of the Association. The above named individual is personally known to me or has produced valid identification which is current and did take an oath affirming the authority as Officer and/or Director of the Association to execute this document.

Dayle Flint
Notary Public

My Commission Expires: DEC 3RD, 2012

(Notarial Seal)



Signed, sealed and delivered in the presence of:

Clifford Johnson III

Signature of Witness

Clifford Johnson III

Printed Name of Witness

Bob Weinkauff

Bob Weinkauff

Cathy Weinkauff

Signature of Witness

Cathy Weinkauff

Printed Name of Witness

STATE OF Florida
COUNTY OF Franklin

The foregoing was acknowledged before me this 17 day of December 2009 by Bob Weinkauff who is an Officer and/or Director of THE TOWNHOMES OF ST. GEORGE HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation, on behalf of the Association. The above named individual is personally known to me or has produced valid identification which is current and did take an oath affirming the authority as Officer and/or Director of the Association to execute this document.

Francesco De Franco

(Notarial Seal)

Notary Public

My Commission Expires: 08.25.2012



Signed, sealed and delivered in the presence of:

Jammy R. Wells
Signature of Witness

Jammy R. Wells
Printed Name of Witness

Ryan Horne
Ryan Horne

Greg Owens
Signature of Witness

Greg Owens
Printed Name of Witness

STATE OF North Carolina
COUNTY OF Haywood

The foregoing was acknowledged before me this 29th day of December, 2009 by Ryan Horne who is an Officer and/or Director of THE TOWNHOMES OF ST. GEORGE HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation, on behalf of the Association. The above named individual is personally known to me or has produced valid identification which is current and did take an oath affirming the authority as Officer and/or Director of the Association to execute this document.

Amy G. Burke
Notary Public

(Notarial Seal)

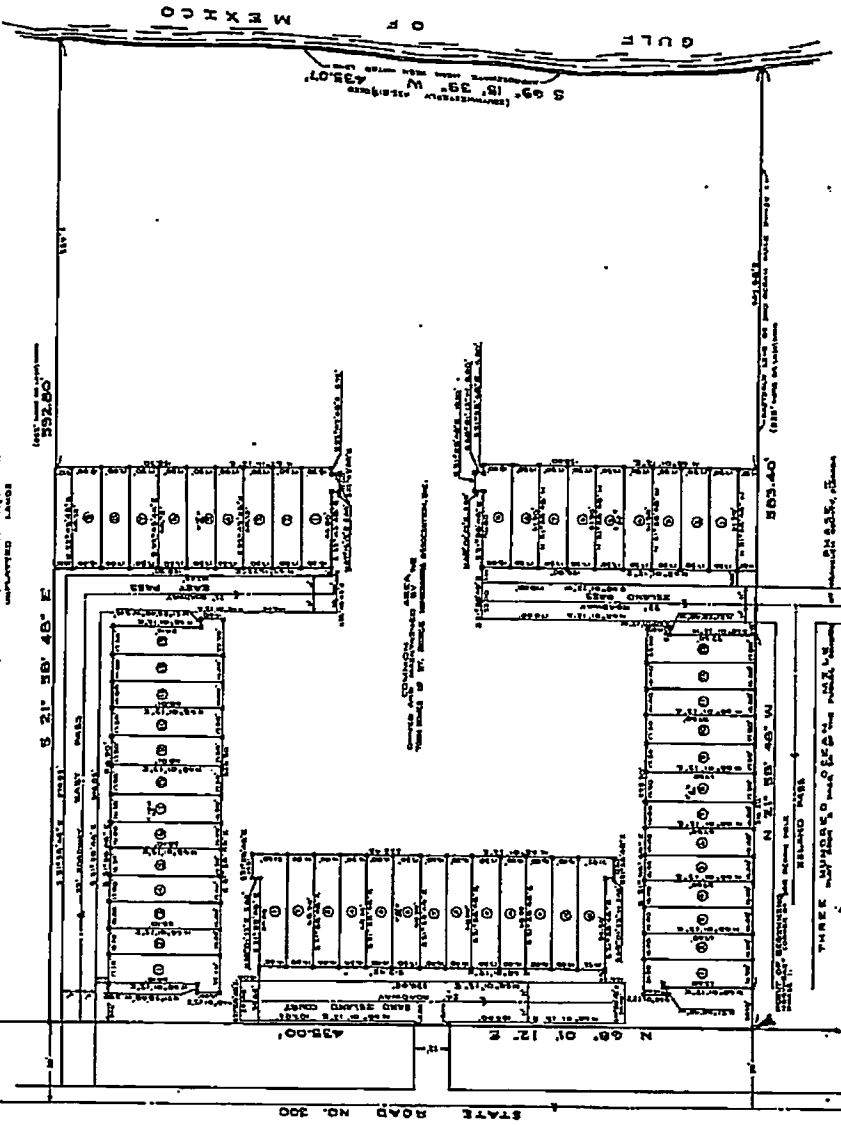
My Commission Expires:

August 22, 2014

AMY G. BURKE
NOTARY PUBLIC
HAYWOOD COUNTY, NC

THREE HUNDRED OCEAN MILE PHASE 2

A SUBDIVISION OF A PART OF SECTION 34, TOWNSHIP 8 NORTH, RANGE 1 WEST, BRADLEY COUNTY, MISSISSIPPI



NOTES:
 1. THE LOTS SHOWN ON THIS PLAT ARE SUBJECT TO A UTILITY EASEMENT FOR ALL UTILITIES, INCLUDING BUT NOT LIMITED TO, ELECTRICITY, GAS, WATER, TELEPHONE, CABLE TELEVISION, AND ALL OTHER UTILITIES, AS SHOWN ON THE PLAT. THE UTILITY EASEMENT IS GRANTED TO THE UTILITY COMPANY OR TO THE STATE OF MISSISSIPPI, AND THE UTILITY COMPANY OR THE STATE OF MISSISSIPPI SHALL BE ENTITLED TO USE THE UTILITY EASEMENT FOR THE PURPOSES OF THE UTILITY COMPANY OR THE STATE OF MISSISSIPPI, AND THE UTILITY COMPANY OR THE STATE OF MISSISSIPPI SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE UTILITY EASEMENT.

PREPARED BY: **EDWIN G. BROWN & ASSOCIATES, INC.**
LAND SURVEYING - CRAINFORVILLE, FL.

LEGEND
 1. SHOWN ON THIS PLAT ARE THE LOTS SHOWN ON THE PLAT.
 2. SHOWN ON THIS PLAT ARE THE LOTS SHOWN ON THE PLAT.
 3. SHOWN ON THIS PLAT ARE THE LOTS SHOWN ON THE PLAT.

BRADLEY COUNTY, MISSISSIPPI

THE STATE OF MISSISSIPPI, BEING THE COUNTY OF BRADLEY, do hereby certify that the within and foregoing plat of the subdivision of a part of Section 34, Township 8 North, Range 1 West, Bradley County, Mississippi, into lots, as shown on the within and foregoing plat, was duly filed for record in the office of the County Clerk of Bradley County, Mississippi, on this 15th day of August, 1957, and that the same is a true and correct copy of the original plat as filed for record in the office of the County Clerk of Bradley County, Mississippi, and that the same is a true and correct copy of the original plat as filed for record in the office of the County Clerk of Bradley County, Mississippi, and that the same is a true and correct copy of the original plat as filed for record in the office of the County Clerk of Bradley County, Mississippi.

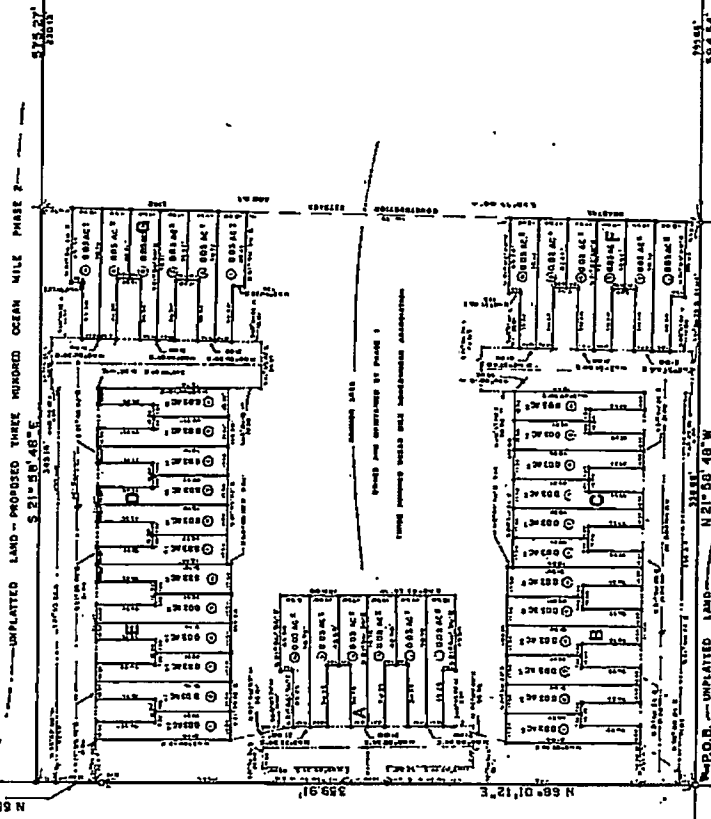
COUNTY CLERK
 [Signature]

NOTARY PUBLIC
 [Signature]

REGISTERED PROFESSIONAL LAND SURVEYOR
 [Signature]

FLAT OF THREE HUNDRED OCEAN MILE PHASE 1

A SUBDIVISION OF A PART OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 6 WEST, FRANKLIN COUNTY, FLORIDA



NOTES
 1. THESE LOTS BEING OFFERED FOR SALE ARE SUBJECT TO THE EXISTING EASEMENTS AND ENCUMBRANCES THEREON.
 2. THE PLAT IS SUBJECT TO THE EXISTING EASEMENTS AND ENCUMBRANCES THEREON.



DEED
 DEED OF CONVEYANCE
 COUNTY OF FRANKLIN
 STATE OF FLORIDA

Know all men by these presents that the undersigned, the State of Florida, do hereby certify that the above described land is the land of the State of Florida, and that the same is being offered for sale to the public in parcels of not less than one acre each, and that the same is being offered for sale to the public in parcels of not less than one acre each, and that the same is being offered for sale to the public in parcels of not less than one acre each.

Witness my hand and the seal of the State of Florida, this 15th day of July, 1935.

Shelton, Secretary, Inc.
 Secretary

RECORDED BY: [Signature]
 COUNTY OF FRANKLIN, FLORIDA

LEGEND
 1. UNPLATTED LAND - PROPOSED THREE HUNDRED OCEAN MILE PHASE 1
 2. UNPLATTED LAND - PROPOSED THREE HUNDRED OCEAN MILE PHASE 2
 3. UNPLATTED LAND - PROPOSED THREE HUNDRED OCEAN MILE PHASE 3

STATE OF FLORIDA
 COUNTY OF FRANKLIN

1. Approved by the Franklin County Board of Commissioners, this 15th day of July, 1935.
 2. Approved by the Franklin County Board of Commissioners, this 15th day of July, 1935.

John A. ...
 Chairman

NOTICE TO THE PUBLIC
 NOTICE TO THE PUBLIC
 NOTICE TO THE PUBLIC

NOTICE TO THE PUBLIC
 NOTICE TO THE PUBLIC
 NOTICE TO THE PUBLIC

NOTE: THIS COPY WAS MADE FROM THE ORIGINAL.

EXHIBIT "A"

LEGAL DESCRIPTION

ORIGINAL PHASE 1

THREE HUNDRED OCEAN MILE

Commence at the Easterly corner of St. George Island Gulf Beaches, Unit 2, a subdivision thereof recorded in Plat Book 2, Page 15 of the Public Records of Franklin County, Florida, and thence run North $18^{\circ}-37'-19''$ West along the Easterly boundary line of said subdivision for 150.00 feet; thence South $71^{\circ}-22'-41''$ West for 20 feet; thence North $18^{\circ}-37'-19''$ West for 410.00 feet to the centerline of State Road No. 300; thence run along the centerline of said State Road No. 300 North $71^{\circ}-22'-41''$ East for 416.89 feet to a Point of Curve; thence along the arc of a curve to the right which has a radius of 5720.58 feet for an arc length of 599.31 feet (Chord of said curve being North $74^{\circ}-22'-28''$ East, 599.03 feet); thence North $77^{\circ}-22'-16''$ East for 2778.72 feet to a Point of Curve; thence along the arc of a curve to the left which has a radius of 5729.58 feet for an arc length of 935.11 feet (Chord of said curve being $72^{\circ}-41'-44''$ East, 934.07 feet) to a nail marking the Point of Tangency; thence North $68^{\circ}-01'-12''$ East for 4774.57 feet to a nail on the centerline of said State Road No. 300; thence run South $21^{\circ}-58'-48''$ East for 50.0 feet to a concrete monument on the Southern right of way line of State Road No. 300 for the POINT OF BEGINNING. From this Point of Beginning run North $68^{\circ}-01'-12''$ East along said right of way line for 359.91 feet to a concrete monument; thence North $68^{\circ}-01'-05''$ East along said right of way line for 40.09 feet; thence South $21^{\circ}-58'-48''$ East for 575.27 feet, more or less, to the approximate mean high water line of the Gulf of Mexico; thence South $65^{\circ}-15'-42''$ West along said approximate mean high water line for 400.46 feet, more or less, to a point that is South $21^{\circ}-58'-48''$ East of the Point of Beginning; thence North $21^{\circ}-58'-48''$ West for 594.54 feet, more or less, to the Point of Beginning. Said lands having an area of 5.37 Acres, more or less, and being on St. George Island, Franklin County, Florida.

EXHIBIT "B"

LEGAL DESCRIPTION

ORIGINAL PHASE 2

THREE HUNDRED OCEAN MILE

Beginning at the Northeast corner of 300 Ocean Mile Phase 1 as per plat thereof recorded in Plat Book 5, Page 26, of the Public Records of Franklin County, Florida; thence North 68 degrees 01 minutes 22 seconds East along the Southeasterly line of the 100-foot right-of-way of State Road No. 300 for 435.00 feet; thence South 21 degrees 58 minutes 38 seconds East 552 feet more or less to the mean high water line of the Gulf of Mexico; thence meandering Southwesterly along and with said mean high water line for 435.81 feet more or less to the point of intersection of said mean high water line with the Easterly line of said 300 Ocean Mile Phase 1; thence North 21 degrees 58 minutes 48 seconds West along said Easterly line for 525 feet more or less to the Point of Beginning.

Also described as:

THREE HUNDRED OCEAN MILE PHASE 2 as per map or plat thereof as recorded in Plat Book 5, Page 32 of the Public Records of Franklin County, Florida.

HName and Mailing Address	Unit and Property Address/Short Legal Description
<p>Bubba Rents A1 LLC 3808 W Nancy Creek Ct Brookhaven, GA 30319</p>	<p>The Townhomes of St. George HOA Unit 1 Block A Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Enrique J. Fernandez 377 Oak Grove Island Drive Brunswick, GA 31523</p>	<p>Unit 2 Block A Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Kerry M. Langley & Linda P. Langley 134 Bayway Circle Berkeley Lake, GA 30096</p>	<p>Unit 3 Block A Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328</p>
<p>LTDOW Properties, LLC 68 Valley Way Circle Huntsville, AL 35802</p>	<p>Unit 4 Block A Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328</p>
<p>William R. Horne Jr. and Lynn Clark Horne 1760 E Gulf Beach Drive Unit A-5 St. George Island, FL 32328</p>	<p>Unit 5 Block A Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Beth Turton Bickerstaff as Trustee Of the Beth Turton Bickerstaff Revocable Trust 585 Bridgewater Dr. Atlanta, GA 30328</p>	<p>Unit 6 Block A Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328</p>
<p>David M. Gassman as Trustee Of the David M. Gassman Living Trust P.O. Box 2631 Loveland, CO 80539</p>	<p>Unit 1 Block B Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Kristi Marsha Reese 2435 Needle Palm Way Tallahassee, FL 32309</p>	<p>Unit 2 Block B Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Karen Mitchell and Kevin Miller 5360 White Farm Boulevard Milford, OH 45150</p>	<p>Unit 3 Block B Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Pamela Sue Langley 1911 Village Mill Rd. Dunwoody, GA 30338</p>	<p>Unit 4 Block B Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Second Home CB, LLC 3092 Belingham Drive Atlanta, GA 30345</p>	<p>Unit 5 Block B Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328</p>

James Drummond and Donna Drummond 85 Mulberry Circle Crawfordville, FL 32327	Unit 6 Block B Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328
John Cochran and Maria Hilmarsdottir 5217 Apple Mill Court Brentwood, TN 37027	Unit 1 Block C Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328
Sarah Trayner Ozemba and Michael Richard Ozemba 9067 Shoal Creek Dr. Tallahassee, FL 32312	Unit 2 Block C Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328
Douglas E. Kelton and Lise H. Belleau 1350 Fields Chapel Rd. Canton, GA 30114	Unit 3 Block C Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328
Whit's End, LLC 400 Devon Drive Birmingham, AL 35209	Unit 4 Block C Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328
Carol Lynn Tollerson 1014 Grantland Ave. Murfreesboro, TN 37129	Unit 5 Block C Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328
Donna W. Brunson 260 County Road 2100 Bremen, AL 35033	Unit 6 Block C Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328
Donald Scott Davis and Julie Meeks Davis 380 Double Springs Way Alpharetta, GA 30004	Unit 1 Block D Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328
CNCJR FL1 LLC. 300 Shawnee North Drive Suwanee, GA 30024	Unit 2 Block D Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328
Bubba Rents D3 LLC 3808 W. Nancy Creek Court Brookhaven, GA 30319	Unit 3 Block D Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328
Horizon Trust Company Custodian FBO Larry Wayne, Snow IRA and Snow Holdings, LLC 540 Maclay Rd. Tallahassee, FL 32303	Unit 4 Block D Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328
K. Michael Blake 4961 Easy St. Tallahassee, FL 32303	Unit 5 Block D Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328

James Donald Johnson and Katherine Stewart Johnson as Trustees of the JD & Kate Johnson Revocable Trust 1760 E Gulf Beach Dr. Unit D6 St. George Island, FL 32328	Unit 6 Block D Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328
Nirmal Khanderia 2428 Leonards Pass Leander, TX 78641	Unit 1 Block E Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328
John Bruce Bobick as Trustee Of the J. Bruce Bobick Revocable Trust 201 Habersham PL Carrollton, GA 30117	Unit 2 Block E Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328
William David Robertson and Nancy Senter Robertson 400 Kemper Lane Danville, Ky 40422	Unit 3 Block E Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328
Reed K. Hamman and Cecilia A. Hamman 466 Letta Loop Brighton, TN 38011	Unit 4 Block E Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328
Elizabeth O' Brien and Kevin O' Brien 6956 N Medford Ave. Chicago, IL 60646	Unit 5 Block E Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328
Ashley Tully 989 Old Smith Road Fortson, GA 31808	Unit 6 Block E Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328
Nora Louise Roddenberry as Initial Trustee Of the Samuel and Louise Roddenberry Revocable Trust 3455 Lakeshore Dr. Tallahassee, FL 32312	Unit 1 Block F Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328
Pinki Chancy Jackel as Trustee of the Pinki Chancy Jackel Living Trust P.O. Box 405 Wacissa, FL 32361	Unit 2 Block F Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328
James D Green and Elisa J Green 6026 Sherwood Court Nashville, TN 37215	Unit 3 Block F Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328

<p>Cody McCray, Gary McCray and Georganne McCray 92 N. Denny Road Lebanon, TN 37087</p>	<p>Unit 4 Block F Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Neil Warren and Penny E. Warren 2559 Preston Road Good Hope, GA 30641</p>	<p>Unit 5 Block F Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Ronnie E. Lewis and Janice F. Lewis 1540 Strickland Road Douglas, GA 31535</p>	<p>Unit 6 Block F Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Kenneth Scott Free 211 Walton Chase Perry, GA 31069</p>	<p>Unit 1 Block G Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Roseland, L.P. a Georgia Limited Partnership 1603 Drayton Road Cordele, GA 31015</p>	<p>Unit 2 Block G Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328</p>
<p>R D Woody Enterprises LLC 3614 Henley Park Court Atlanta, GA 30340</p>	<p>Unit 3 Block G Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Billy G. Tate and Fleeta Guinn Tate as Co- Trustees of the Billy G. Tate and Fleeta Guinn Tate Tenancy by The Entirety Trust 395 Azalea Dale Drive Chattanooga, TN 37419</p>	<p>Unit 4 Block G Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Russel B. Walcher as Trustee of the Russel B. Walcher Trust Agreement 21521 Castlewood Dr. Strongsville, OH 44149</p>	<p>Unit 5 Block G Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Gulf View Properties LLC. 1110 Cutters Cove Kingston Springs, TN 37082</p>	<p>Unit 6 Block G Phase I Three Hundred Ocean Mile 1760 E Gulf Beach Dr. St. George Island, FL 32328</p>

John A. Corven and Barbara D. Corven 2648 Egret Lane Tallahassee, FL 32308	Unit 1 Block H Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Samuel Eric Larsen and Rebecca Susan Larsen 630 Oak Path Drive Ballwin, MO 63011	Unit 2 Block H Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
John Scott Ault 1429 Covey Rd St. West Tallahassee, FL 32312	Unit 3 Block H Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
James Newman and Jennifer W. Newman 176 Tsuganawvi Ct. Brevard, ND 28712	Unit 4 Block H Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
John R. Eakes and Doris M. Eakes P.O Box F Richland, GA 31825	Unit 5 Block H Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Mary Maney Vancore as Trustee of the Mary Maney Vancore Trust dated August 15,2023 3834 Lean Dr. Tallahassee, FL 32309	Unit 6 Block H Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
William F. Mitchell and Judy M. Mitchell 1054 Mill Pointe Watkinsville, GA 30677	Unit 7 Block H Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Milissa Sibson 3314 Oakeller Ave Tampa, FL 33611	Unit 8 Block H Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Robert R. Meyer and Barbara J. Meyer 730 Wedge Wood Way Madison, WI 53711	Unit 9 Block H Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Bert Wallace Close, Janeen Joy Close, David William Hayter and Kristine Kay Hayter 303 Sandalin Lane Peachtree City, GA 30269	Unit 1 Block I Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Ronald E. Mitchell and Roberta Long Mitchell 828 Barns Chapel Rd. Blue Ridge, GA 30513	Unit 2 Block I Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
John N. hays as Trustee of the John N. Smith Revocable Trust Dated March 6,2020 2004 Heyward Way Alpharetta, GA 30809	Unit 3 Block I Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328

Matthew Allen Eller 414 Thomcliff Landing Acworth, GA 30101	Unit 4 Block I Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
James Hays and Kristine Hays as Trustees of The James and Kristine Hays Family Trust 20436 W. Esmerelda Lane Porter Ranch, CA 91326	Unit 5 Block I Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Phillip Alan Hillis, Jessica Bea Hillis and William Hillis 503 Oakland Ave Oakland, FL 34787	Unit 6 Block I Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Nancy C. Moore 1196 Garrison Dr. St. Augustine, FL 32092	Unit 7 Block I Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Gary Smith and Dona Smith 3040 Laurel Cove Ln. Signal Mountain, TN 37377	Unit 8 Block I Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Thomas J. Conroy and Mandy S. Conroy 2426 Highland Grove NE Atlanta, GA 30345	Unit 9 Block I Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Derek L. Marchman and Kelly Chupp Marchman 554 Clubhouse Drive SE Conyers, Georgia 30094	Unit 1 Block J Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Alfred G. Russel and Kimberly A. Russell as trustees under a trust agreement dated September 27,2006 18717 Chopin Dr. Lutz, FL 33558	Unit 2 Block J Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Brent Ernest Evans and Melisa Davis Evans 2296 Old Valdosta Rd. Ray City, GA 31645	Unit 3 Block J Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Mary M. Evarts 4037 Menlo Way Atlanta, GA 30340	Unit 4 Block J Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Perry John Pellegrino 2525 Cat Hollow Ct NW Kennesaw, GA 30152	Unit 5 Block J Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
NPC Properties, LLC 1716 Jasmine Way St. George Island, FL 32328	Unit 6 Block J Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328

Ivan Chassie, Doreen Chassie and Eric Chassie 174 Lakes on the Bluff Eastpoint, FL 32328	Unit 7 Block J Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Mark S. Schoeman and Heather Schoeman 1804 E Gulf Beach Drive, Unit J-8 St. George Island, FL 32328	Unit 8 Block J Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
George Walter Kalet, Jr. as Trustee of the George Walter Kalet, Jr. Trust dated July 16,2018 716 Bucks Street Eastpoint, FL 32328	Unit 9 Block J Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Don W. Lindsay (aka Don Lindsay) and Carol Lindsay (aka Carol N. Lindsay) 661 W Applewood Drive Centerville, UT 84014	Unit 10 Block J Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Jennifer L. Wheeler and Douglas G. Pharris 1663 Moncrief Circle Decatur, GA 30033	Unit 11 Block J Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Michael J. Ganey and Angela M. Ganey 1804 W Gulf Beach Dr. Unit J-12 St. George Island, FL 32328	Unit 12 Block J Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Michael J. Ganey and Angela M. Ganey 1804 W Gulf Beach Dr. Unit J-12 St. George Island, FL 32328	Unit 13 Block J Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Ray Munroe and Margaret Munroe 1514 Belleau Wood Dr. Tallahassee, FL 32312	Unit 1 Block K Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Taylor SGI Properties, LLC 2139 Southampton Rd. Jacksonville, FL 32207	Unit 2 Block K Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Robert Frederick Krauss & Jennifer Lauren Krauss 18 Highpoint CV. Atoka, TN 38004	Unit 3 Block K Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Kevin W. Bell and Janice A. Bell 7018 Grenville Rd. Tallahassee, FL 32309	Unit 4 Block K Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328
Brian Arvidson and Vicky Arvidson 63583 110 th St. Eagle Bend, MN 56446	Unit 5 Block K Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328

<p>Gary E. Sanders & Andrea R. Sanders as Co-Trustees of the Revocable Trust Agreement of Gary E. Sanders and Andrea R. Sanders 7625 Dianna Dr. Brownsburg, IN 46112</p>	<p>Unit 6 Block K Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Todd Hingsbergen and Jennifer Hingsbergen 501 Bluff Court Woodstock, GA 30188</p>	<p>Unit 7 Block K Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Catherine McCormick 708 Lupine Lane Tallahassee, FL 32308</p>	<p>Unit 8 Block K Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Michael A. Goda & Linda K Goda 5231 Knightsbridge Ct. Terre Haute, IN 47803</p>	<p>Unit 9 Block K Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Richard C. Zelznak and Georgia L. Ackerman 224 W. Bluebird Rd. Monticello, FL 32344</p>	<p>Unit 10 Block K Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Michael Razor and Kimberly Lee Razor 273 Shanklin Ave. Flemingsburg, KY 41041</p>	<p>Unit 11 Block K Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Julio Prieto 1804 E Gulf Beach Drive, K-12 St. George Island, FL 32328</p>	<p>Unit 12 Block K Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328</p>
<p>The Townhomes of St. George Homeowners Association, Inc. 300 Ocean Mile, State Rd 300 East St. George Island, FL 32328</p>	<p>Unit 13 Block K Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328</p>
<p>John Moore 4412 Autumn Glo Ct. Douglasville, GA 30135</p>	<p>Unit 1 Block L Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Jeremy Mark Duke and Margann Maria Duke 730 Tahoe St. Reno, NV 89509</p>	<p>Unit 2 Block L Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Ruth Ann Conley 1804 E Gulf Beach Dr. # L3 St. George Island, FL 32328</p>	<p>Unit 3 Block L Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328</p>

<p>Elizabeth A. Wutke 15928 Front Beach Rd. # 2305 Panama City Bch, FL 32413</p>	<p>Unit 4 Block L Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Walter Calvin Melton Sr. as Trustee of the Walter Calvin Menton SR. Revocable Trust 451 Cedar Hill Rd. Tallahassee, FL 32312</p>	<p>Unit 5 Block L Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Tommy G Jones & Cathy V. Jones Co – Trustees Under agreement dated August 5, 2015 1078 Walden Rd. Tallahassee, FL 32317</p>	<p>Unit 6 Block L Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Tammy Wilson 2727 Morgan Creek Road Corinth, KY 41010</p>	<p>Unit 7 Block L Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Richard H. Chambers and Annette G. Chambers 5415 Whithouse Plantation Rd. Macon, GA 31210</p>	<p>Unit 8 Block L Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Leonard W. Thomas 176 Midway Street Leesburg, GA 31763</p>	<p>Unit 9 Block L Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Charles R. Kunstbeck, Karilyn F. Kunstbeck, Ronald J. Rice Jr. and Pamela L. Rice 7853b Maclean Road Tallahassee, FL 32312</p>	<p>Unit 10 Block L Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328</p>
<p>George W. Kalet Jr. and Marcia L. Kowalski 716 Buck Street Eastpoint, FL 32328</p>	<p>Unit 11 Block L Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Ralph Scott McGill and Molly Lim McGill P.O. Box 55476 Little Rock, AR 72215</p>	<p>Unit 12 Block L Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328</p>
<p>Addie Sue Moore, Robert W. Moore and Pamela M. Moore 10124 Woodland Hills Tallahassee, FL 32309</p>	<p>Unit 13 Block L Phase II Three Hundred Ocean Mile 1804 East Gulf Beach Dr. St. George Island, FL 32328</p>