

Insured Title  
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INSTR # 2016110451  
BK 9854 Pgs 828-833 PG(s) 6  
RECORDED 06/20/2016 09:14:29 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$52.50  
RECORDED BY laurdavi

*This Instrument was Prepared by,  
and After Recording Return to:*  
HQ of Polk, LLC  
c/o Edward Laderer  
1925 E. Edgewood Drive, Ste 100  
Lakeland, Florida 33803  
(863) 687-2700

*Recording Data Above*

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
RESTRICTIONS, LIMITATIONS AND CONDITIONS  
FOR JAMES TOWN PLACE  
AND  
ANNEXATION OF ADDITIONAL LAND  
INTO  
JAMES TOWN PLACE**

THIS DECLARATION OF ANNEXATION OF ADDITIONAL LAND INTO JAMES TOWN PLACE ("Annexation") is made this 14<sup>th</sup> day of June, 2016, by HQ OF POLK, LLC, a Florida limited liability company ("Declarant").

**RECITALS**

A. VANTAGE PROPERTY MANAGEMENT, LLC, a Florida limited liability company ("Vantage"), is the successor in interest to JAMES PROPERTIES, LLC, (the "Developer") of the subdivision known as JAMES TOWN PLACE PHASE ONE according to the Plat thereof recorded in Plat Book 149, Pages 46 and 47, Public Records of Polk County, Florida ("Subdivision").

B. The Developer previously recorded a Declaration of Covenants, Restrictions, Limitations and Conditions for JAMES TOWN PLACE dated January 30, 2008 and recorded February 1, 2008 in Official Records Book 7546, Pages 293-334 as amended by First Amendment recorded in Official Records Book 7701, Pages 2052-2053, Public Records of Polk County, Florida (collectively, "Declaration").

C. Vantage has previously executed an Assignment of Developer Rights in favor of ADP OF POLK, LLC, a Florida limited liability company and HQ OF POLK, LLC, a Florida limited liability company (collectively, "Assignee"), recorded in Official Records Book 8046, Pages 151 - 152, Public Records of Polk County, Florida, pursuant to which Developer assigned to Assignee all of Developer's reserved and retained rights pursuant to the Declaration.

D. Assignee has previously executed an Assignment of Developer Rights in favor of Vantage, recorded in Official Records Book 9293, Pages 1796-1797, Public Records of Polk County, Florida, pursuant to which Assignee assigned to Vantage all of Developer's reserved and retained rights pursuant to the Declaration.

E. Vantage has previously executed an Assignment of Developer Rights in favor of Declarant, recorded in Book 9807, Pages 562-563, of the Official Records of Polk County, Florida, pursuant to which Vantage assigned to Declarant all of Developer's reserved and retained rights pursuant to the Declaration.

F. Declarant is the holder of all rights reserved by the Developer as set forth in the Declaration.

G. The Developer previously filed a Plat of Phase Two of the Subdivision known as JAMES TOWN PLACE PHASE TWO, according to the Plat thereof recorded in Plat Book 156, Pages 24 and 25, Public Records of Polk County, Florida ("Phase Two Plat").

H. This Annexation is for the purpose of adding additional land to the Declaration.

I. James Town Place Homeowners Association, Inc., a Florida not-for-profit corporation ("Association") is the Association described in the Declaration and is responsible for enforcing the covenants, operating, managing, maintaining and repairing the Common Area, and collecting assessments pursuant to the provisions of the Declaration, as amended.

J. As provided in Section 7.11 of the Declaration, Developer has reserved the right to annex additional land into the Subdivision so that such additional land is subject to the Declaration, as amended, and to add additional land as Common Area under the Declaration, as amended, to be maintained by the Association.

K. As provided in the Declaration, upon annexation of additional land to be subject to the Declaration, as amended, the Owners of Lots in such additional lands, shall be deemed members of the Association and the lots as set forth on a Plat of the additional lands shall be deemed to be Lots under the Declaration, as amended.

L. The terms which are defined in the Declaration shall have the meanings in this Annexation ascribed to such terms in the Declaration, except to the extent modified by this Annexation.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants and agreements hereinafter set forth and for other good and valuable considerations, it is agreed as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated into this Annexation by this reference.

2. Annexation. A plat of the Phase Three Land, entitled JAMES TOWN PLACE PHASE THREE, has been recorded in Plat Book 160, Pages 19-20, of the Public Records of

Polk County, Florida ("Phase Three Plat"). Effective with the recording of this Deed and Assignment, Lots 58 through and including 111, as set forth on the Phase Three Plat will be deemed annexed into the Subdivision as additional Lots, whose Members shall be deemed members of the Association and which lots shall be Lots under the Declaration, as amended.

3. Tracts A, B, C and J. Also, upon the recording of the Phase Three Plat, Tracts A, B, C and J as set forth on the Phase Three Plat, will be deemed annexed into the Subdivision as platted Common Area, to be included in the Common Area as defined in the Declaration, as amended. Tract A shall be used as part of the surface water management system and for landscaping and fence/wall area. Tract B shall be used as part of the surface water management system. Tract C shall be used as a recreation/park area. Tract J shall be used as a landscaping and fence/wall area. Tracts A, B, C and J, as shown on the Phase Three Plat, shall be operated, managed, maintained, repaired and replaced by the Association in accordance with the provisions of the Declaration, as amended, and as required by Applicable Laws.

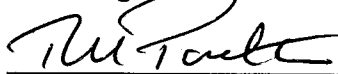
4. Easements. All drainage and retention easements, all sidewalk easements, all wall, fence and landscape easements and all wall and landscape easements ("collectively, "Easements") as depicted upon the Phase Three Plat shall be operated, managed, maintained, repaired and replaced by the Association in accordance with the provisions of the Declaration, as amended, and as required by Applicable Laws.


5. Joinder by Association. The Association joins in this Annexation for the purpose of accepting the duties and obligations to operate, manage, maintain, repair and replace the facilities which are part of the surface water management system contained within Tracts A and B of the Phase Three Plat in accordance with Applicable Laws.

6. Binding Effect. This Annexation is binding upon and shall be for the benefit of the Developer and the Association and their respective successors and assigns.

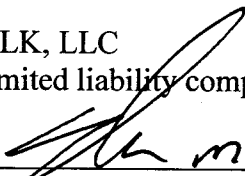
SIGNED the day and year first above written.

Signed in the presence of the  
following two witnesses:

  
Print Name: Thomas Poulton

  
Print Name: Eric J. Kant

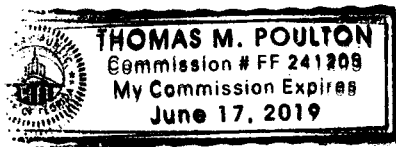
HQ OF POLK, LLC  
a Florida limited liability company

By:   
Edward H. Laderer, Jr.  
As its: Manager

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of June, 2016, by EDWARD H. LADERER, JR., as Manager of HQ OF POLK, LLC, a Florida limited liability company, on behalf of said Company, who is: ☒ personally known to me or ☐ who has produced \_\_\_\_\_ as identification.

(AFFIX NOTARY SEAL)



Thomas M. Poulton  
Notary Public  
Print Name: Thomas M. Poulton  
My commission expires: June 17, 2019

**JOINDER BY ASSOCIATION**

The Association hereby joins in the Annexation for the purpose of acknowledging and agreeing to the foregoing.

SIGNED the 14<sup>th</sup> day of June, 2016.

Signed in the presence of the following two witnesses:

Thomas Poulton  
Print Name: Thomas Poulton

Eric J. Kant  
Print Name: Eric J. Kant

JAMES TOWN PLACE HOMEOWNERS ASSOCIATION, INC.

a Florida not-for-profit corporation

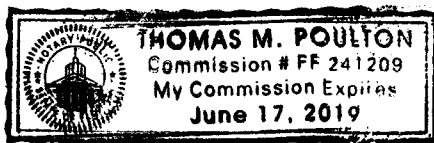
By: Michael Peebles  
As its: President

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of June, 2016 by MICHAEL PEEPLES, President of JAMES TOWN PLACE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said Corporation, who is: ☒ personally known to me or ☐ who has produced \_\_\_\_\_ as identification.

(AFFIX NOTARY SEAL)

Thomas M. Poulton  
Notary Public  
Print Name: Thomas M. Poulton



My commission expires: June 17, 2019

**JOINDER BY MORTGAGEE**

ADP OF POLK, LLC, a Florida limited liability company, the holder and owner of a Mortgage encumbering the land described in the Phase Three Plat hereby joins in this Annexation for the purpose of consenting to the Annexation and for the purpose of consenting to the Lots and Common Area submitted to the Declaration by this Annexation to be subject to the terms, conditions and provisions of the Declaration. However, the undersigned mortgagee does not waive any rights of a mortgagee under Section 720.3085 of the Florida Statutes.

SIGNED the 14<sup>th</sup> day of June, 2016.

Signed in the presence of the following two witnesses:

Thomas Poulton  
Print Name: Thomas Poulton

Eric J. Kant  
Print Name: Eric J. Kant

ADP OF POLK, LLC  
a Florida limited liability company

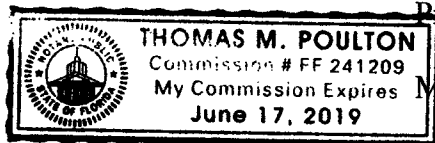
By: Gregory A. Masters  
As its: Manager

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of June, 2016, by GREGORY A. MASTERS, as Manager of ADP OF POLK, LLC, a Florida limited liability company, on behalf of said Company, who is: ☒ personally known to me or ☐ who has produced \_\_\_\_\_ as identification.

(AFFIX NOTARY SEAL)



Thomas M. Poulton  
Notary Public  
Print Name: Thomas M. Poulton  
My commission expires: June 17, 2019