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This Instrument was Prepared by, and After Recording Return to:
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(Recording Data Above)

**DECLARATION OF COVENANTS,
RESTRICTIONS, LIMITATIONS AND CONDITIONS
FOR
JAMES TOWN PLACE**

THIS DECLARATION, is made this 20th day of January, 2008, by JAMES PROPERTY, LLC, a Florida limited liability company (the "Developer").

WITNESSETH:

As used herein and as used in the Articles of Incorporation and Bylaws of the Association, the following terms shall have the following meanings:

"Applicable Laws" shall mean all federal, Florida, county and city laws, statutes, ordinances, rules and regulations and all rules and regulations promulgated by governmental agencies as the same are in effect from time to time which are applicable to the Property.

"ARC" shall mean the Architectural Review Committee appointed by the Directors.

"Articles" shall mean the Articles of Incorporation of the Association in the form attached hereto as Exhibit "A", and all amendments thereto.

"Association" shall mean and refer to James Town Place Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

"Buffer Easement" shall mean, collectively, the easements depicted upon the recorded plat of the Subdivision as 10' wall & landscape easement and 10' fence easement, which shall be for the purpose of permitting the installment, maintenance, repair and replacement of such fence, wall or other buffer and associated landscaping, if any, as the Developer deems appropriate.

"Bylaws" shall mean the Bylaws of the Association in the form attached hereto as Exhibit "B", and all amendments thereto.

"Common Area" shall mean all lands conveyed to and owned by the Association, including, without limitation, Tract D, Tract E, Tract F, Tract I and Tract K as depicted upon the recorded plat of the Subdivision.

"Declaration" shall mean this Declaration of Covenants, Restrictions, Limitations and Conditions.

"Developer" shall mean James Property, LLC, a Florida limited liability company, and its successors and assigns.

"District" shall mean Southwest Florida Water Management District.

"Drainage Facilities" shall mean and refer to the surface water management facilities, including but not limited to, the Retention Areas, all drainage easements depicted on the plat of the Subdivision, all pipe lines, inlets, catch basins, ditches, swales, culverts, water control structures, and other equipment, fixtures and facilities which are a part of the surface water management and storm water drainage systems installed on and serving the Property and the Subdivision and all detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas.

"Directors" shall mean the members of the Board of Directors of the Association and their successors in office, duly elected and serving in that capacity in accordance with the Bylaws.

"Improvements" shall mean any structure or artificially and intentionally created condition, together with all appurtenants thereto, of every type and kind located within the Subdivision, including, without limitation, buildings, walkways, sprinkler pipes, roads, sidewalks, street lights, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, windbreaks, planted trees and shrubs, conduits for telephone lines, storm drainage, cable television lines and site lighting poles, signs and shared equipment and/or utility type services such as water, sewer and electric systems and other commonly shared equipment and/or utility type services, if any.

"Lot" or "Lots" shall mean and include all parcels of land into which the Subdivision has been subdivided by the Developer as depicted on the plat or plats of the Subdivision, except for the Common Area.

"Maintenance" shall mean the exercise of reasonable care to keep the Improvements, including, without limitation, each dwelling, the driveways, parking areas, landscaping, lighting and other related improvements and fixtures in condition comparable to the original condition, normal wear and tear excepted. Maintenance of lawn areas, shrubbery, trees and other landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a health weed-free environment for optimum plant growth.

"Member" shall mean every person or entity who holds membership in the Association.

"Mortgage" shall mean a mortgage encumbering a Lot which mortgage is held either by a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, mortgage company, federal or state agencies, the Developer or such other institutional or private mortgage holder as shall be acceptable and approved by the Directors.

"Mortgagee" shall mean the holder of a Mortgage.

"Owner" or "Owners" shall mean the holder or holders of the fee simple title to the Lots.

"Permits" shall mean any and all governmental permits and approvals associated with the Property, including, without limitation, the surface water management permits issued by the District and Polk County.

"Property" or "Subdivision" shall mean the Subdivision known as James Town Place, according to the plat thereof to be recorded in the Public Records of Polk County, Florida, and any addition thereto added pursuant to the provisions of this Declaration.

"Retention Areas" shall mean and refer to the storm water drainage and retention and pond areas depicted upon the plat or plats of the Subdivision.

"District" shall mean Southwest Florida Water Management District.

WHEREAS, the Developer is the owner of the Property;

WHEREAS, Polk County requires the recording of this Declaration before the recording of the Plat of the Subdivision and subsequent to recording of the plat of the Subdivision the Developer will be recording a supplement to this Declaration to specify the Plat Book and the page numbers of the recording of the plat of the Subdivision;

WHEREAS, the Developer desires to impose certain restrictive covenants and conditions on the Property for the benefit of and limitation upon all subsequent grantees;

NOW, THEREFORE, the foregoing definitions are incorporated herein by reference and the following covenants, restrictions, limitations and conditions are hereby imposed upon the Property and each of the Lots, all of which shall be deemed covenants running with the land.

ARTICLE I

ASSOCIATION

1.1 MEMBERSHIP IN THE ASSOCIATION. The Association has been incorporated and has articles of incorporation and bylaws in the form of the Articles and Bylaws, the provisions of which are incorporated herein by reference and made apart of this Declaration. The Owners of all Lots in the Property shall be members of the Association. By acceptance of a deed conveying a Lot in the Property, each Lot Owner agrees to be bound by all of the terms, conditions, and provisions of the Articles and Bylaws of the Association. Membership in the

Association shall be appurtenant to the ownership of Lots and may not be transferred separate from the ownership of a Lot. Membership shall be established by acquisition of ownership of the fee simple title to a Lot, whether by conveyance, devise, judicial decree or otherwise and by the recordation among the public records of Polk County, Florida of the deed or other instrument establishing the acquisition and designation of the Lot affected. Promptly after recording of the evidence of title, a copy of the recorded evidence of title shall be delivered to the Association. The new Owner designated in such deed or other instrument shall thereupon become a Member of the Association and the membership of the prior Owner shall be terminated.

1.2 ARTICLES OF INCORPORATION. The Articles of Incorporation of the Association are attached hereto as Exhibit "A" and incorporated herein by reference.

1.3 BYLAWS. The Bylaws of the Association in their initial form are attached hereto as Exhibit "B" and are incorporated herein by reference.

1.4 VOTING. Each Owner of a Lot is a Member in the Association entitled to vote in the manner set forth in the Bylaws.

ARTICLE II

RIGHTS AND OBLIGATIONS OF ASSOCIATION AND OWNERS

The Association shall have all powers and authority given to corporations for profit and corporations not for profit as provided by law and to the extent permitted by law, except to the extent expressly limited in this Declaration, the Bylaws or the Articles. In addition, the Association shall have all powers and duties enumerated in this Declaration, the Articles and the Bylaws. The Association shall have the rights and obligations specified in this Article.

2.1 MANDATORY ASSOCIATION MAINTENANCE. The Association shall perform the following Maintenance:

2.1.1 Maintain, repair and replace the Drainage Facilities and all aspects of the surface water management system for the Subdivision in accordance with the requirements of the District, Applicable Laws and applicable Permits.

2.1.2 Regularly cut the grass and other vegetation located within the Common Area, and lying between the Common Area and the paved or other impervious surface of the abutting street.

2.1.3 Maintain, repair and replace any signage for the Subdivision at the entrance to the Subdivision.

2.1.4 Maintain, repair and replace the entrance signs and landscaping at the entrance areas to each Neighborhood.

2.1.5 Maintain, repair and replace such fence, wall or other buffer and associated landscaping, if any, and irrigation within the Buffer Easement as the Developer or the Association shall install from time to time.

2.1.6 Construct improvements within the Common Area, but only after a two-thirds vote of each class of the Members present and voting at a meeting of the Members duly called and held pursuant to the Bylaws.

2.1.7 Maintain, repair and replace all Improvements now existing or hereafter constructed within the Common Area.

2.1.8 Maintain, irrigate, fertilize and replace any landscape plants now or hereafter existing within the Common Area.

2.1.9 Maintain, repair and replace the sidewalk now or hereafter constructed and located within the 5' sidewalk easement depicted upon the plat of the Subdivision.

2.1.10 Receive a Deed of Conveyance from the Developer and continue to own the Common Area, free and clear of encumbrances, except for real estate taxes and assessments.

2.1.11 Pay all real estate taxes and tangible personal property taxes assessed with respect to any real or personal property owned by the Association.

2.1.12 Provide public liability insurance in such amounts and with such coverage as the Directors shall determine from time to time appropriate.

2.1.13 Provide fire and casualty insurance to insure any improvements, fixtures or equipment now or hereafter owned by the Association and to insure any Improvements which are insurable and are part of the Common Area.

2.1.14 Pay all water bills for water use for irrigation for landscaping which is the responsibility of the Association to maintain.

2.1.15 Pay all electric bills for operation of any lighting for entrance signs or other lighting at the entrance of the Subdivision and for all electric bills for private street lighting, which is not included within a street lighting district or until a street lighting district is established to pay electric bills with respect to street lights.

2.1.16 Pay all of the costs of the operation, utilities, Maintenance, repair and replacement of the Improvements which are part of the Common Area.

2.1.17 To the extent that an Owner of a Lot fails to perform any items of maintenance, repair and replacement obligations of such Owner under this Declaration the Association shall have the right, but not the responsibility, to perform such maintenance, repair or replacement obligations.

2.1.18 Adopt such rules and regulations as the Directors shall deem appropriate concerning the use of the Common Area, including such rules and regulations as the Directors deem appropriate to restrict or prohibit entry upon the Retention Areas.

2.1.19 Perform such other maintenance, repair and replacement as the Directors shall determine to be in the best interest and for the purpose of promoting the health, safety, general welfare and benefit of the Members and the Subdivision.

2.2 **OPTIONAL ASSOCIATION MAINTENANCE.** In addition to the mandatory maintenance set forth above, the Association shall have the right to provide such Maintenance on any Owner's Lot to the extent that the Owner fails or refuses to properly and adequately perform the Maintenance required to be performed by the Owner to keep the dwelling and other Improvements on such Owner's Lot maintained in accordance with the provisions of this Declaration and in accordance with guidelines established from time to time by the ARC so that the Improvements on such Owner's Lot are maintained in a neat and attractive manner so as not to detract from the Subdivision or the Neighborhood within which the particular Lot is located. Such maintenance shall only be performed upon the affirmative vote of two-thirds of the Directors and in such event the Association shall have the right, through its agents, employees and contractors, to enter upon the Lot and any dwelling on the Lot for the purpose of repairing, maintaining and restoring the dwelling on such Lot and the exterior of the dwelling and any other Improvements and landscaping in a manner required by this Declaration. The Association is hereby granted a temporary easement to enter upon any Lot and any dwelling for such purposes.

ARTICLE III

ASSESSMENTS

3.1 **ASSESSMENTS.** For the operation of the Association and the performance of the maintenance obligations of the Association and for the purpose of complying with the other terms, conditions and provisions imposed upon the Association by this Declaration, the Developer declares it necessary to require Owners to pay annual assessments and special assessments for capital improvements and special individual assessments in the manner specified below and in the Bylaws, and each Owner accepts the obligation to pay assessments and covenants and agrees to pay such assessments by the acceptance of such Owner's deed.

3.2 **PURPOSE OF ANNUAL ASSESSMENT.** Annual assessments shall be levied by the Association in accordance with the provisions of this Declaration and the Bylaws and shall be used exclusively to promote the health, safety, welfare, recreation, common benefit and enjoyment of the Owners and others residing in the Subdivision and for the improvement and maintenance of the Common Area, and of each dwelling constructed on each Lot within the Subdivision. Annual assessments shall include, and the Association shall expend out of the funds derived from the annual assessments, the following costs and expenses:

3.2.1 The cost of performing the Maintenance required by or permitted by this Declaration to be performed by or at the direction of the Directors.

3.2.2 The cost of providing water, electricity, lighting and other necessary utility services for the Common Area.

3.2.3 The cost of fire insurance covering the full insurable replacement value of the Improvements in the Common Area, with extended coverage.

3.2.4 The cost of liability insurance insuring the Association against any and all liability to the public, to any Owner or to any invitee or tenant of any Owner arising out of their occupation and/or use of the Common Area or any of the other activities or responsibilities of the Association. The policy limits shall be set by the Directors and shall be reviewed at least annually and increased or decreased in the discretion of the Directors.

3.2.5 The cost of workers compensation insurance to the extent required by applicable Florida law and any other insurance deemed necessary by the Directors of the Association.

3.2.6 The cost of a standard fidelity bond covering all Directors and all other employees of the Association in an amount to be determined by the Directors.

3.2.7 The cost of any other materials, supplies, furniture, labor, services (including professional services such as legal, accounting, engineering and architectural), maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Directors for the operation of the Common Area, for the benefit of the Owners or for the enforcement of the provisions of this Declaration.

3.2.8 The cost of performing any other duty or obligation of the Association as set forth in this Declaration, the Articles, the Bylaws, any Permit issued to the Association, or under Applicable Laws.

3.3 ASSESSMENT PROVISIONS. The provisions with respect to assessments, the manner in which the assessments are to be adopted, interest on assessments and other provisions with respect to assessments are provided for in the Bylaws, the terms, conditions and provisions of which are specifically incorporated into this Declaration by reference.

3.4 ANNUAL ASSESSMENTS. The initial annual assessment for the first fiscal year of the Association (calendar year 2008) shall be \$295.00 per Lot. The Directors shall establish the amount of the assessments in the manner provided in the Bylaws and shall also establish the frequency and due dates of assessments. If expenses exceed the amount estimated in the budget, the Directors may increase the amount of the assessments as a result of such unanticipated increase in expenses in the same manner as assessments are established in the Bylaws. So long as the Developer is in control of the Association and is entitled to elect a majority of the Directors, the Developer will not be obligated to pay assessments; and the Developer agrees to pay any operating expenses incurred by the Association that exceed the assessments receivable from Members other than the Developer, together with other revenue and receipts of the Association. The Developer shall have the right to be released from the foregoing obligation to pay any shortfall or deficit occurring or arising after the earlier of the date of Notice by the Developer to all Owners that the Developer elects to begin paying assessments for Lots owned by the Developer or the date the Developer gives notice of its desire to turn over, and does turn over, control of the Association to the Members other than the Developer.

3.5 COMMENCEMENT OF ANNUAL ASSESSMENTS. Annual assessment provided for above with respect to a particular Lot shall commence on the date of the sale of such Lot by the Developer. Written notice of the annual assessment shall be sent to each Owner and the due date shall be established by the Directors. The Association shall, upon demand of a Lot Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

3.6 UNIFORM RATE OF ASSESSMENTS. Annual assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis, as determined by the Directors.

3.7 LIEN FOR ASSESSMENTS. The Association shall have a lien on a Lot for all unpaid assessments applicable and chargeable to the Owner of such Lot, together with interest thereon and cost of collection specified in Section 3.8 below. The Lien shall be superior to all other liens and encumbrances on the Lot, except for the lien for ad valorem taxes and the lien for all sums which the Owner of such Lot is obligated to pay under any Mortgage encumbering such Lot duly recorded in the public records of Polk County, Florida. All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in the public records, shall be deemed to consent to the liens and assessments of the Association and such other liens and encumbrances shall be inferior to future liens for assessments of the Association whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances. The Association may, but is not obligated to as a prerequisite to enforcing its lien rights, record in the public records of Polk County, Florida, a notice of the lien setting forth the amount of any delinquent assessment. A sale or transfer of any Lot shall not affect the assessment lien or the obligation of a Lot Owner to pay the assessment and other amounts due the Association.

3.8 ENFORCEMENT OF LIEN AND COLLECTION. The Directors may take such action as they deem necessary to collect delinquent assessments, by legal proceedings personally against an Owner or by proceedings to enforce and foreclose the lien for the assessments and may settle and compromise such amounts that are due, if deemed by the Directors to be in the best interests of the Association. All costs and fees incurred by the Association or the management company employed by the Association as a result of the non-compliance by a Lot Owner of the obligations of the Lot Owner under this Declaration, including, without limitation, costs of collecting delinquent assessments, shall be the Lot Owner's obligation to pay. The foregoing costs and fees shall include all fees and costs charged by the management company employed by the Association related to the non-compliance by the Lot Owner, all attorneys' fees, paralegal fees and costs incurred by the Association at the pretrial and trial levels and in connection with all appellate proceedings, and in connection with bankruptcy and administrative proceedings arising out of or related to any non-compliance by a Lot Owner of any obligation of the Lot Owner under this Declaration. Each Owner by the acceptance of the deed to such Owner's Lot vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of the assessments and all costs of collection as a debt or to foreclose the lien in the same manner as other liens for improvement of real property are foreclosed. The lien provided for in this section shall be in favor of the Association. No Owner

may waive or otherwise escape liability for the assessments provided for in this Article by abandonment of such Owner's Lot. At any foreclosure sale held pursuant to a foreclosure of the lien, the Association shall be entitled to bid at such sale and to apply as a cash credit against the Association's bid all sums due the Association covered by the lien being foreclosed.

3.9 RIGHTS OF MORTGAGEE. Notwithstanding anything to the contrary contained in this Declaration, when a Mortgagee acquires title to a Lot as a result of the foreclosure of a Mortgage or when the Mortgagee accepts a deed to the Lot in lieu of foreclosure, such Mortgagee, its successors and assigns, shall not be liable for the assessments by the Association pertaining to such Lot which become due prior to acquisition of title as a result of such foreclosure or acceptance of a deed in lieu of foreclosure unless a notice of lis pendens was filed in connection with a foreclosure of a lien for assessments prior to the recording of the foreclosed Mortgage. Such unpaid assessments shall be deemed to be common expenses collectible from all of the other Owners, including such entity acquiring title as a result of such foreclosure or deed in lieu of foreclosure. The new Owner shall become liable for payment of assessments from the date such new Owner acquires title to the Lot. The lien for all assessments provided for in this Article III shall be subordinate to the lien of any Mortgage which is now or hereafter placed upon any Lot.

3.10 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized herein, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessments shall require the affirmative vote (in person or by proxy) or written consent, or combination thereof, of members of holding not less than two-thirds (2/3rds) of each class of membership at a meeting duly called for that purpose.

3.11 EMERGENCY ASSESSMENTS. The Association may also levy an emergency assessment at any time by majority vote of the Directors, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters, that affect the Common Area or any maintenance obligations of the Association, any unexpected expenditures not provided for by the budget or unanticipated increases in the amounts budgeted. Emergency assessments shall be due and payable at the time and in the manner specified by the Directors.

3.12 WORKING CAPITAL ASSESSMENT. Each Owner who purchases a Lot from the Developer shall contribute \$295.00 to the Association at the time of the closing of the purchase of the Lot, which amount shall be paid into the initial working capital fund of the Association. Such funds may be used for any purpose for which the Association may levy an assessment, including, without limitation, start-up expenses, supplies, purchase of Association property and equipment and other common expenses paid or accrued by the Association before or after the commencement of the levy of Assessments.

3.13 HOMESTEAD. By acceptance of a deed, the Owner of each Lot is deemed to acknowledge that the obligations created by the assessments provided for in this Declaration and in the Bylaws, constitute obligations benefiting homestead property and the assessment liens provided for herein shall be superior to any claim of homestead status.

3.13.1 ASSIGNMENT TO DEVELOPER. During the period of time that the Developer is in control of the Association and is in entitled to elect a majority of the Directors, and until the Developer is released from the obligation to fund the shortfall or deficit in the operating expenses by electing to begin paying assessments for Lots owned by the Developer or turns over control of the Association to the Members other than the Developer, as provided in Section 3.4 of this Declaration (collectively "Developer Funding Period"), the Association hereby assigns, transfers and sets over unto the Developer, and does hereby grant a security interest in and pledge to the Developer all assessments collectable from Owners which are not paid on or before the date when due and all right, title and interest in and to all rights of collection from such delinquent Owners including all costs of collection, attorneys' fees and court costs owed by such delinquent Owners to the Association ("Delinquent Assessments"), but only to the extent of the aggregate of all amounts paid by the Developer to the Association to fund the deficit or the shortfall ("Developer Funding") up to the conclusion of the Developer Funding Period. The Association shall sign such documents as the Developer shall reasonably require from time to time to evidence such assignment and shall assist the Developer in collecting the Delinquent Assessments, including assistance and cooperation subsequent to Developer Funding Period. During the Developer Funding Period, to the extent that there are Delinquent Assessments, the Association shall sign and execute such documents and instruments as the Developer shall reasonably require to specifically assign the Delinquent Assessments, including the assignment of any claims of lien filed by the Association, to the Developer, and all proceeds from the collection of Delinquent Assessments shall be paid to the Developer, but only until Developer has been reimbursed for amounts paid by Developer to the Association as Developer Funding during the applicable fiscal year of the Association, and thereafter Delinquent Assessments for such fiscal year shall be reassigned to the Association. The amount of Developer Funding shall be determined on a fiscal year basis so that to the extent that there are Delinquent Assessments for a particular fiscal year of the Association, such Delinquent Assessments shall be assigned to, paid to and collected by the Developer, but only to the extent of Developer Funding during such fiscal year.

ARTICLE IV

PROPERTY RIGHTS OF OWNERS

4.1 RIGHTS OF OWNERS. Each Owner shall have all rights of a fee simple owner of real property with respect to such Owner's Lot and may exercise full proprietary interest therein subject only to the covenants contained herein and any other restrictions, covenants or easements affecting such Lot.

4.2 OWNER'S EASEMENT OF ENJOYMENT. Every Owner of a Lot shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to such Lot, subject to the following provisions:

4.2.1 The right of the Directors to adopt rules and regulations governing the use and enjoyment of the Common Area by the Owners and others.

4.2.2 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to the

approval by and such conditions as may be imposed by two-thirds vote of each class of the Members present and voting in person or by proxy at a duly called meeting of the Members.

4.2.3 The right of the Developer and the Developer's sales representatives to display sales advertising and information on the Common Area advertising Lots in the Subdivision for sale and to use the Common Area in connection with construction of improvements on the Common Area and private property.

4.2.4 The right of the Developer and the Association to convey and grant easements in and to the Common Area for utility services, drainage, access and other public or private uses which in their opinion benefit the Subdivision as a whole.

4.2.5 The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional common area or for constructing, repairing or improving facilities located thereon and to give as security for the payment of any such loans, a mortgage encumbering all or any portion of the Common Area, provided that the lien and encumbrance of any such mortgage shall be subordinate to the rights of the Owners under this Declaration.

4.2.6 The right of the Developer and/or the Association to construct and reconstruct such improvements on the Common Area as they deem necessary or appropriate, provided, that no construction by the Association shall be undertaken or commenced without a two-thirds vote of each class of the Members present in person or by proxy and voting at a duly called and held meeting of the Members.

4.3 GUESTS AND INVITEES. Each Owner, subject to such limitations as may be imposed by the Association, the Bylaws and rules and regulations promulgated by the Directors, may delegate the Owner's right of enjoyment in and to the Common Area to family members, guests, tenants and invitees of the Owner.

4.4 VIOLATION OF RULES AND DECLARATION. In the event of the violation of the rules and regulations promulgated by the Association, or in the event of the violation by an Owner or any tenant, guest or invitee of the provisions of this Declaration, in addition to any and all other remedies or rights of the Association, the Association shall have the right to suspend for such period of time as the Directors deems reasonable, the rights of the Member or Member's tenants, guests or invitees, or both, to use any portion of the Common Area and, in addition, the Association may levy fines, not to exceed \$100 per violation, against any Member or any tenant, guest or invitee for such violation, except that no fine shall exceed, cumulatively, \$5,000. Such fine or suspension may only be imposed after not less than fourteen (14) days prior written notice and after providing an opportunity for a hearing before a committee of at least three (3) Members appointed by the Directors who are not officers, Directors or employees of the Association, or the spouse, parent, child, brother or sister of any officer, Director or employee of the Association in accordance with procedures to be established in the rules and regulations. Such committee shall either ratify or disagree with the fine and if the committee does not agree with the fine, the fine shall not be levied. If a majority of the committee agrees with the fine, the fine shall be paid within a period of ten (10) days after written notice of the decision of the committee. If the fine is levied against a tenant and is not paid within ten (10) days from the date due, the Association

shall have the right, power and authority to evict the tenant from the dwelling occupied by such tenant. Any lease of a dwelling shall be deemed to incorporate by reference the provisions of this Declaration, including, without limitation, the foregoing authority to evict a tenant for violation of any rule or regulation promulgated by the Association through its directors or any of the provisions of this Declaration. In the event fines are not paid, fines shall be enforceable by legal proceedings and the prevailing party of such legal proceeding shall be entitled to recover from the non-prevailing party the prevailing party's reasonable attorney's fees and cost at the trial and appellate levels as determined by the court.

ARTICLE V

USE RESTRICTIONS

In order to promote the health, safety and general welfare of the Owners and all occupants of each dwelling on the Lots and in order to protect and enhance the value, attractiveness and desirability of the Subdivision and for the use of the common good of the Owners, the following restrictions are placed on the use of the Lots, which restrictions shall expressly be binding upon the Developer, all Owners and their heirs, legal representatives, successors and assigns:

5.1 **RESIDENTIAL USE AND MINIMUM SIZE.** No Lot shall be used except for single-family residential purposes. No business activity shall be conducted or engaged in on any Lot in connection with the residential usage of any Lot, other than business activity which is: (i) conducted within the air conditioned living area of a dwelling on a Lot, (ii) does not involve customers visiting the dwelling, and (iii) does not involve delivery trucks visiting the dwelling more than five times per week. Each single-family dwelling may not exceed two (2) stories in height and shall contain a minimum of one thousand (1,000) square feet of floor area of air conditioned living area, exclusive of screened or unscreened porches, covered or uncovered sidewalks, breezeways, approaches, garages and carports. All computations of "floor area" shall be measured by outside dimensions. No building shall be erected, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling, except for utility buildings approved in accordance with the provisions of this Declaration.

5.2 **LOT SIZE.** No Lot shall be reduced in size except by the Developer.

5.3 **GARAGES.** Each single-family dwelling shall have a private, totally enclosed garage, capable of housing at least two (2) cars, together with a concrete driveway or such other driveway as is approved by the ARC, extending from the garage to the front Lot line. Each garage shall be attached to the dwelling, shall conform architecturally to the design of the dwelling. No carports shall be permitted.

5.4 **DRIVEWAY APRON AND DRIVEWAY.** At the time of the construction of the dwelling on each Lot, a concrete driveway apron from the street curb to the Lot line and a concrete driveway from the Lot line to the garage shall be constructed.

5.5 **LANDSCAPING AND TREES.** No owner shall install or plant any landscaping plants or trees on any Lot without obtaining the prior written approval of the ARC in each

instance, which approval the ARC may withhold in the sole and absolute discretion of the ARC. Any such landscaping and trees permitted by the ARC to be installed by an Owner shall be maintained at the sole cost and expense of the Owner of the Lot. All areas on each Lot not covered by improvements, driveways, parking areas and walkways shall be properly landscaped and sodded with St. Augustine grass or such other similar type grass as is approved by the ARC within a period of one (1) month after completion of the construction of the dwelling on such Lot and all grassed and planted areas must have irrigation systems installed and properly maintained. All landscaped areas shall be maintained and good horticultural standards shall be observed in the maintenance of plants and other vegetation in the landscaped area. The Owner of each Lot shall comply with all land development laws, rules and regulations with respect to landscaping, shrubbery and trees. Trees on Lots shall be maintained in a good and healthy condition including proper fertilization, trimming of dead wood and protection against rot.

5.6 CONSTRUCTION. No building or Improvement or alteration or addition of existing Improvements or the dwelling, including interior alterations, shall be permitted without the prior written approval of the ARC in each instance, which approval may be withheld in the sole and exclusive discretion of the ARC. In the event any such construction is permitted, the Owner performing such construction shall obtain all necessary Permits and shall comply with all Applicable Laws. Exterior colors of all Improvements shall remain the colors initially approved by the ARC, unless the ARC permits any change or modification to such exterior colors. The finished exterior of each dwelling and garage constructed on each Lot must be either wood, brick, brick veneer, stucco or stone, and there shall be no exposed concrete block. Roofs shall be minimum fifteen (15) year shingles or other roof system approved by the ARC. All construction on each Lot shall be new construction. No used buildings or portable structures shall be moved onto any Lot. No prefabricated or modular single-family dwelling shall be erected, placed or permitted to remain on any Lot. No manufactured homes, mobile homes or house trailers shall be permitted on any Lot at any time. The Owner of a Lot shall keep the Lot free from litter, refuse, trash and debris and keep the Lot in a condition which does not detract from the Subdivision or the Neighborhoods, including proper trimming and mowing on a regular basis.

5.7 SETBACKS. No portion of any dwelling or of any garage, or outbuilding shall be constructed or installed on any Lot in a manner inconsistent with governmental subdivision regulations applicable to the Subdivision. All buildings shall be set back from the Lot boundary lines in accordance with such regulations.

5.8 UTILITY BUILDINGS. Any utility building, shed or outbuilding to be constructed on any Lot must be approved by the ARC and must have such finish so as to result in a structure which is architecturally similar and comparable in exterior appearance and finish to the dwelling constructed on such Lot. No structure of a temporary character, tents, shacks or any utility buildings, sheds or outbuildings shall be used on any Lot at any time as a dwelling, either temporarily or permanently.

5.9 MAINTENANCE BY OWNER. Each Owner shall be obligated to maintain and repair the dwelling on such Owner's Lot, all Improvements on such Owner's Lot, including all buildings, fixtures and appurtenances and all landscaping, in a good, attractive condition, as determined by the ARC, so that they do not detract from the Subdivision and the Neighborhood in which the Lot is located.

5.10 SIGNS. No sign of any kind shall be displayed to the public view on any Lot except for one (1) sign of not more than one (1) square foot identifying the owner thereof and one (1) sign of not more than five (5) square feet advertising the Property for sale or rent and except such signs and other advertising devices or structures of such size and design as the Developer shall approve in connection with the sale of Lots and the sale of homes constructed on Lots by builders in connection with the conduct of the Developer's operation for the development, subdivision and sale of Lots and homes in the Subdivision.

5.11 AERIALS AND TELEVISION ANTENNAS. No television antennas or aerials of any kind may be placed upon any Lot or on the exterior of any dwelling within the Subdivision unless such antenna or aerial is not visible from any public right of way and is approved by the ARC. In addition, no satellite dish or wireless cable receiver shall be located on any Lot unless the same has a diameter of twenty-four (24) inches or less, is not constructed in any setback area and is installed in a location approved by the ARC. The provisions of this paragraph shall be enforceable only to the extent that such enforcement is not prohibited by Applicable Laws.

5.12 BOATS AND VEHICLES. Boats, boat trailers, mobile homes, house trailers, travel trailers, camper vehicles, motor homes, trucks (such term shall not include sport utility vehicles, vans and minivans), pickup trucks and commercial vehicles shall not be permitted to remain in the Subdivision overnight; except that boats or boat trailers, travel trailers, motor homes, camper vehicles, pickup trucks and commercial vehicles are permitted when (a) parked in an enclosed garage; or (b) parked on the driveway to a Lot on a temporary basis, not exceeding three (3) days; or (c) parked on a Lot in a location behind the front setback line for the Lot, at least ten feet (10') inside each side and rear setback line, and when such boat or vehicle is not visible from the street and does not detract from the Subdivision or any of the Neighborhoods. Except for inoperative vehicles which are parked in an enclosed garage, all vehicles shall have a current license tag registration and shall be in an operating condition. No vehicles shall be parked on any street or front lawn of the Subdivision overnight or on a regular basis.

5.13 ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are reasonable in number and provided further that they are not maintained or bred for any commercial purpose, and that proper restraint and control are used in the keeping of them. The Owner of each Lot shall be responsible for complying with all rules and regulations promulgated by the Directors and all Applicable Laws with respect to dogs, cats, and other household pets owned and maintained by such Owner. Dogs shall not be allowed to run loose in the Subdivision and must be on a leash at all times when not within a fenced yard. Each Owner is responsible for assuring that dogs on such Owner's Lot are not a nuisance to other Owners in the Subdivision and shall restrain and control the barking of such Owner's dogs which are a nuisance or otherwise disturb other Owners in the Subdivision.

5.14 LAWFUL AND COMPATIBLE USE. No part of the Subdivision may be used for any purpose tending to injure its reputation, to disturb any of the Neighborhoods, to constitute a nuisance or in any manner to increase the insurable risk or be in violation of any Applicable Laws. No noxious or offensive activity shall be carried on upon any Lot, nor shall

anything be done on any Lot or in the Subdivision that may be or may become an annoyance or nuisance to the neighbors or to any of the Neighborhoods.

5.15 FENCES AND PLANTINGS. No continuous hedge or planting shall be permitted between the front setback line and the front property line of any Lot, except shrubbery next to the dwelling which does not detract from the Neighborhood in which the Lot is located. No continuous fence, wall or like structure shall be permitted between the rear of the dwelling and the front lot line. No continuous planting or hedge over six feet (6') in height shall be permitted on any Lot. With respect to corner Lots which have frontage on two streets, the Developer will determine which street the dwelling is to face. The other street will be referred to as the side street. The area between the side street and the dwelling is referred to as side yard area. No continuous fence, wall or like structure shall be permitted between the Lot line of such side yard area and the line which is an extension of the front setback line for the Lot immediately adjacent to such side yard area. Each fence which an Owner desires to install on such Owner's Lot must be approved by the ARC. Each fence installed or placed on any Lot in the Subdivision must be of new material and constructed of chain link, brick, stucco, finished masonry, PVC or such other material as is approved by the ARC and may not exceed 6' in height, except that any chain link fence may not exceed 4' in height and must be either green, black or brown vinyl coated. Each such fence shall be of a design and construction that does not detract from the Subdivision and shall be maintained in good condition. The Owner of each Lot shall also be responsible for paying the cost of the repair and replacement of any portion of any wall, fence or other buffer which is damaged by the negligent or intentional act or omission of such Owner or a person under the supervision or responsibility of such Owner.

5.16 POOLS. No above ground pools may be installed on any Lot. All pools must be enclosed by fences or such other enclosures as are permitted in accordance with Applicable Laws.

5.17 CLOTHESLINES. Clotheslines and the drying of clothes or other items on lines outside of any dwelling on the Property are prohibited, to the extent permitted by law.

5.18 RUBBISH. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. The Owner of each Lot shall place all garbage and trash in proper containers which shall be covered at all time and emptied regularly by a commercial garbage service. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Garbage cans and containers shall be maintained at the rear of the dwelling and shall not be visible from the street. Except during the construction of a dwelling on a Lot, all building materials shall be stored in a utility building or in such manner as not to be visible from the street and not to detract from the Neighborhood in which the Lot is located.

5.19 RECREATION EQUIPMENT. Recreation equipment or structures, sports equipment or structures, and other equipment or structures shall not be placed in the street or road right-of-way and shall not be permitted to remain outside of the dwelling overnight between the front lot line and the rear corners of the dwelling. Permanent installation of any such equipment or structures is not permitted without the prior written approval of the ARC, which consent the ARC may withhold in the sole and exclusive discretion of the ARC. No recreation equipment is to be left unattended in the Common Area.

5.20 EASEMENTS. Easements for drainage and utilities are shown on the plat of the Subdivision. The drainage easements shown on the plat of the Subdivision shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures and utility sheds. Within the utility easements shown on the plat of the Subdivision, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. The Owners of the Lots encumbered by such easements shall keep the easement areas free from obstruction and shall keep the grassed areas within such easement areas cut on a regular basis. The Owners shall have the responsibility to maintain and regularly cut all grassed areas in the drainage easements located on such Owners Lot and shall maintain the swales and contour of the ground in the drainage easements in the condition they were in at the time of the completion of the development of the Subdivision by the Developer. No changes shall be made to any portion of the surface water management system (e.g., swale, retention area, control structure, pipes, etc.) which may adversely impact on the surface water management system/drainage design for the Subdivision.

5.21 VEGETATION IN RIGHTS-OF-WAY. Each Owner of a Lot agrees to maintain and trim the vegetation and cut the grass in the area between the boundary line of such Owner's Lot and the paved or other impervious surface of the road adjacent to such Owner's Lot and agrees to maintain and trim the vegetation and cut the grass in the area located within all drainage swales and drainage easements on such Owner's Lot. However, the maintenance of the Retention Areas shall be the responsibility of the Association. Each purchaser of a Lot acknowledges and understands that lands in the vicinity of a road right-of-way, drainage swale, drainage easement swale or the Retention Areas may be subject to temporary standing water when conditions abnormally increase the rate of flow of storm water runoff to such road right-of-way, drainage easement or the Retention Areas.

ARTICLE VI

INSURANCE AND RECONSTRUCTION

Each Owner shall maintain full and adequate insurance coverage to insure the dwelling against loss by fire, flood, windstorm and other casualty normally insured against by an insurance company authorized to do business in the State of Florida. Upon the request of the Directors, the Owner shall be obligated to furnish to the Association proof of such insurance. If all or any portion of a dwelling is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of the Lot on which the dwelling is located, with all due diligence to rebuild, repair or reconstruct such dwelling in a manner which will substantially restore the dwelling to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the casualty occurs and shall be completed within a period of eight (8) months after the casualty occurs, unless prevented by causes beyond the reasonable control of the Owner, or unless extended by the Directors. Any repair or reconstruction after casualty shall be in accordance with the original plans and specifications previously approved by applicable governmental authorities, in accordance with applicable Permits and all repair and reconstruction shall be pursued diligently and continuously until completed.

ARTICLE VII

DEVELOPER'S ADDITIONAL RESERVED RIGHTS

In addition to any and all other rights reserved by the Developer in this Declaration, the Articles and the Bylaws and notwithstanding any other provision set forth in the Declaration, the Articles and the Bylaws to the contrary, the Developer reserves the right to:

7.1 construct, market, advertise, and show to the public such homes, including model homes, within the Subdivision as the Developer desires;

7.2 install such signs within the Subdivision advertising the Subdivision and homes constructed by builders as the Developer desires;

7.3 carry on such construction and other activities within the Subdivision as the Developer shall desire in connection with the development of the Subdivision, the installation of Improvements within the Subdivision, the compliance with the requirements of governmental entities and agencies having jurisdiction over the Subdivision, and the construction of dwellings within the Subdivision;

7.4 vacate or withdraw any area or portion of the Property subject to this Declaration, provided that the Developer owns all property which is to be vacated or withdrawn from this Declaration;

7.5 grant exceptions, waivers and variances from the strict application of the provisions of this Declaration and grant consents to encroachments of improvements into easements (The granting of the exceptions, waivers, variances and consents shall be within the sole and absolute authority, discretion and opinion of the Developer and the Developer may, in the Developer's sole and exclusive discretion, unreasonably withhold any such exception, variance, consent or waiver. Furthermore, the granting of any such exception, waiver, variance or consent shall not be construed or interpreted to grant, and shall not grant, any right to any other persons upon a subsequent application the right to receive the approval of an application for an exception, waiver, variance or consent.);

7.6 appoint members of the ARC for such time as Developer owns any Lots in the Subdivision;

7.7 construct such Improvements on the Common Area as the Developer, in the Developer's sole discretion, shall desire or deem appropriate, all without the joinder or consent of any Owner, mortgagee or other party;

7.8 permit a builder to enclose the garage in model homes for use as sales offices and to leave the converted garages as living area upon sale to a purchaser so that such home does not have a garage and therefore, Section 5.3 of this Declaration with respect to the requirement to have a garage for such home is waived;

7.9 amend this Declaration for the purpose of compliance with any Applicable Laws, for the purpose of complying with the requirements of any Permit applicable to the Subdivision

and for the purpose of complying with the requirements of any governmental entity, including, without limitation, the District, all without the joinder or consent of any Owner, Mortgagee or other party;

7.10 amend this Declaration for the purpose of correcting scrivener's errors and for the purpose of clarifying or interpreting any of the provisions of this Declaration, all without the joinder or consent of any Owner, Mortgagee or other party;

7.11 amend this Declaration for the purpose of adding additional land to be subject to the jurisdiction of the Association and to be subject to the covenants and easements created by this Declaration ("Additional Land"), all without the joinder or consent of any Owner, mortgagee or other party, other than the approval of the Federal Housing Administration or Veterans' Administration, if there is then existing a Class B membership. Upon such amendment, the Additional Land shall be deemed to be included within the definition of Subdivision and all Owners of all Lots depicted on the plat of the Additional Land shall be deemed Owners under this Declaration with all rights of membership and obligation to pay assessments in accordance with the terms of this Declaration and the exhibits hereto. Also, in such Amendment, the Developer shall have the right to provide responsibility for the Association to maintain the Drainage Facilities on the plat of the Additional Land and to perform other maintenance responsibilities with respect to the Additional Land, consistent with this Declaration, and to receive a conveyance of any Common Area depicted on the plat of the Additional Land, all without the joinder or consent of any Owner, Mortgagee or other party;

7.12 amend this Declaration for the purpose of adding, deleting or revising any provision, to the extent required by in the United States Department of Housing and Urban Development, Federal Housing Administration or Veterans' Administration to comply with any guideline in connection with any mortgage loan on a Lot, all without the joinder or consent of any Owner, Mortgagee or other party;

7.13 amend this Declaration in any other manner which the Developer deems necessary or, in the sole and exclusive discretion of the Developer, is in the best interest of the Developer and the Owners, all without the joinder or consent of any Owner, Mortgagee or other party; and

7.14 record a supplement to this Declaration for the purpose of specifying the Plat Book and Page numbers of the recorded plat for James Town Place, all without the joinder or consent of any Owner, mortgagee or other party.

ARTICLE VIII

ARCHITECTURAL REVIEW COMMITTEE

8.1 MEMBERS OF COMMITTEE. The ARC shall consist of three (3) members who shall initially be appointed by the Developer. So long as the Developer owns any Lots in the Subdivision, the Developer shall appoint all of the members of the ARC. Thereafter, the members of the ARC shall be appointed by the Directors.

8.2 REVIEW OF CONSTRUCTION. The ARC shall exercise all rights granted to the ARC under this Declaration to review proposed Improvements and all construction, alterations or additions to Improvements, to determine that they are not detrimental to the appearance of the Subdivision as a whole and the appearance of any structure will be in harmony with the surrounding structures and is otherwise desirable. The ARC shall have absolute discretion in the approval or disapproval of any plan and shall establish rules and guidelines setting forth procedures for submission of plans for approval. The ARC shall establish the details in the submittals of plans and specifications which may include, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. The committee shall respond as promptly and expeditiously as possible to the request for review and approval of proposed construction, alterations and additions and shall in any event render a decision within a period of thirty (30) days after submission. The ARC may charge a reasonable review fee for the review of plans and specifications, not to exceed \$500.00. All construction shall be in accordance with Applicable Laws and applicable Permits. Once plans have been approved by the ARC, construction shall be strictly in accordance with such approved plans.

8.3 VARIANCE. The ARC may grant variances from compliance with any architectural provisions of this Declaration when circumstances, such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. However, all Improvements on Lots shall comply with all Applicable Laws.

ARTICLE IX

GENERAL PROVISIONS

9.1 SURFACE WATER MANAGEMENT SYSTEM. The surface water management system for the Subdivision is to be operated and maintained by the Association in conformance with the requirements of applicable governmental agencies, the applicable Permits and Applicable Laws. The Association shall be responsible for assuring to the District that the operation and maintenance and re-inspection reports are performed in accordance with the terms, conditions and provisions of the Permits issued by the District. Upon compliance with the applicable Permits and Applicable Laws, and approval of the District, the Association shall have the right to make all additions, alterations or improvements to the Drainage Facilities and to purchase, own, operate and maintain such items of tangible personal property as the Association deems necessary or desirable from time to time in the exercise of the rights, duties and obligations Association with respect to the Drainage Facilities. Without the prior approval of the District and the Association, no construction activities may be conducted within or on any portion of the surface water management system, including the Drainage Facilities, which shall include: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system or the Drainage Facilities. The Association has the right to perform such construction and maintenance activities as are consistent with the applicable Permits and in accordance with the Applicable Laws, so long as the design of the surface water management system remains unchanged.

At the time of the construction of a building, residence or structure on a Lot in the Subdivision, the Owner of the Lot shall comply with the construction plans for the surface water management system approved and on file with the District. The District shall have the right to take enforcement measures, including civil action, for injunction and/or penalties against the Association to compel performance or correction of any outstanding problems with the surface water management system and the Drainage Facilities. If the Association ceases to exist, all of the Lot Owners shall be jointly and severally responsible for the operation and maintenance of the surface water management system, including the Drainage Facilities, in accordance with the requirements of the Permits, unless and until an alternate entity assumes responsibility as otherwise provided in the Articles for the Association and in accordance with the requirements of the District. No Owner may construct or maintain any building, residence or structure or undertake or perform any activities in any jurisdictional wetlands, buffer area and drainage easements as depicted upon the plat of the Subdivision or as described in the Permits and the recorded plat of the Subdivision, unless prior approval is received by the District through its Bartow Service Office. Without the prior written approval of the District, there shall be no amendment to this Declaration which would affect the surface water management system, including the Retention Areas and the Drainage Facilities and the responsibility for maintenance of the foregoing.

If there is included within the Subdivision a wetland mitigation area, as defined in accordance with Applicable Laws, or wet detention pond, no vegetation in those areas shall be removed, cut, trimmed or sprayed with herbicide, without the specific written approval from the District. If there is on-site wetland mitigation within the Subdivision, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation areas each year until the District determines that the areas are successful in accordance with the applicable Permits. If the funds allocated in the Association's budget for any year are not sufficient to provide adequate funds to perform the monitoring and maintenance obligations of the Association under the applicable permits, the Association shall so advise the District in writing within fifteen (15) days of the adoption of the budget.

9.2 UTILITIES. All utility lines within the Subdivision, including electrical, telephone and cable television lines, shall be installed underground.

9.3 DURATION. The provisions of this Declaration are imposed upon the Property for a term of twenty-five (25) years from the date this Declaration is recorded and shall automatically be extended for successive ten (10) year periods unless and until they are amended as hereinafter provided.

9.4 ENFORCEMENT. The Developer, the Association or any Owner of any Lot shall have the right to enforce, by any proceeding at law or in equity, all of the restrictions, conditions and covenants imposed by this Declaration. The failure to enforce, in whole or in part, any of the said restrictive covenants or conditions for any length of time shall not be a waiver of the right to enforce such restrictions and the Developer assumes no responsibility or liability for his failure to enforce the said restrictive covenants and conditions. In the event that the Owner of any Lot fails to perform any repair or maintenance obligation or other affirmative duty or obligation specified in this Declaration, the Association shall each have the right, but not the responsibility or duty, to enter upon the Lot and perform such repair and maintenance or

perform such other duty or responsibility of the Owner, after providing the Owner at least thirty (30) days prior written notice and the Association is hereby granted a temporary easement for such purposes. In the event of such entry and the performance of such work, the Owner of such Lot shall be obligated to reimburse the Association, as applicable, for the costs incurred, together with an administrative charge of twenty percent (20%) of such cost, which shall be due and payable within a period of ten (10) days after written notice of the amount of such claim, failing which, the Association shall be entitled to all rights and remedies for collection of such amount in the same manner as the collection of an assessment and shall have the right to file a lien against such Lot, in the same manner as the filing of a lien for assessment, which shall be enforceable in the same manner as the lien for assessment. In connection with the entry upon any Lot in the Subdivision for the purpose of carrying out the foregoing rights, the Association may delegate the right of entry and the right to perform such work to such contractor and agent, including the Developer, as the Association shall deem appropriate and necessary.

9.5 ASSIGNMENT OF RIGHTS. The Developer has reserved certain rights in this Declaration concerning the development of the Property, obtaining exceptions to certain provisions of this Declaration, reviewing plans and specifications, and granting approvals to owners of lots. The Developer may assign and transfer such rights, provided such transfer is made in connection with the sale by the Developer of all of the Developer's then interest in the Property, or is made to the Association.

9.6 AMENDMENT. Except with respect to matters reserved by the Developer herein, this Declaration may only be amended by the affirmative vote of not less than 2/3 of each class of membership present and voting in person or by proxy at a duly called and held meeting of the Members, if there are two classes of membership at the time of the amendment; or the affirmative vote of not less than 2/3 of the membership present and voting in person or by proxy at a duly called and held meeting of the Members, if there is only one class of membership at the time of the amendment. An amendment to this Declaration shall be evidenced by an instrument signed by the President or Vice President of the Association, setting forth the text of the amendment which shall depict the words deleted by lining through such words and the words added by underlining such new words. Such instrument shall also certify that the amendment has been approved by the affirmative vote of not less than 2/3 of each class of the membership present and voting in person or by proxy at a duly called and held meeting of the Members, if there are two classes of membership at the time of the amendment, or that the amendment has been approved by the affirmative vote of not less than 2/3 of the membership present and voting in person or by proxy at a duly called and held meeting of the Members if there is only one class of membership at the time of the amendment, and shall be recorded among the public records of Polk County, Florida. Without the prior written consent of not less than 2/3 of the holders of the mortgages encumbering the Lots in the Subdivision, the provision in the Bylaws granting rights to Mortgagees shall not be amended, deleted or diminished in any way.

9.7 EMINENT DOMAIN. In the event of a threatened taking of any part of the Common Area, the Association shall be delegated the authority to represent the interests of all Owners in the Common Area. The Directors may act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to enter into a voluntary sale to the condemner in lieu of engaging in a condemnation action. In the event of the receipt of an award on account of taking of less than all the Common Area, the rules as to restoration and

replacement of the Common Area and the improvements thereon shall apply as in the case of destruction of improvements on the Common Area.

9.8 RULES AND REGULATIONS. The Association has the right, power and duty to establish rules and regulations for the maintenance and upkeep of the Lots, the Improvements and the Common Area and for other purposes as specified in this Declaration.

9.9 HEADINGS. The headings contained herein are for the ease of reference only and do not constitute substantive provisions of this instrument.

9.10 VARIATIONS IN PRONOUNS; GENDER AND NUMBER. Each pronoun shall include any gender or number thereof as the identity of its antecedent may require. When any reference herein is made to any gender, such reference shall be deemed to include masculine, feminine or neuter, as appropriate, and any reference herein to any number shall be deemed to include both singular and plural where the context permits or requires.


9.11 ATTORNEYS FEES AND COSTS. In connection with any litigation arising under any provision of this Declaration, the prevailing party shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs and paralegal fees, at the trial and appellate levels.

9.12 SEVERABILITY. The invalidation by any Court of any provision of this Declaration shall not in any way affect any of the other provisions which shall remain in full force and effect.


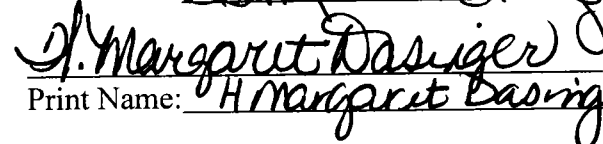
9.13 BENEFIT. The foregoing restrictive covenants and conditions shall constitute covenants running with the land and the provisions of this Declaration shall be binding upon and shall be for the benefit of all of the present and future Owners of any of the Lots, their heirs, devisees, personal representatives, grantees, successors and assigns.

SIGNED the day and year first above written.

Signed in the presence of the following two witnesses:

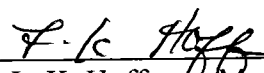

Print Name: Luke Markham


Print Name: Melissa Sims


Print Name: Sherry E. Polak

Print Name: H. Margaret Dasinger

JAMES PROPERTY, LLC

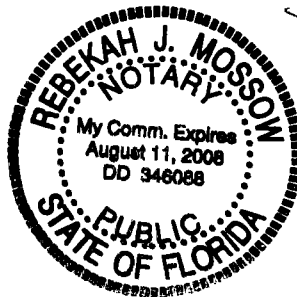
By: 
Edward H. Laderer, Jr., Manager

By: 
L. K. Hoffman, Manager

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was sworn to and subscribed before me this 30th day of January, 2008, by Edward H. Laderer, Jr., as Manager of James Property, LLC, a Florida limited liability company, on behalf of such company, who is ☒ personally known to me or who ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)



Rebekah J. Mossom
NOTARY PUBLIC, State at Large

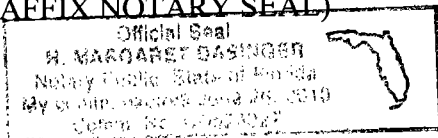
REBEKAH J. MOSSOM
(Type or print name of Notary)

My Commission expires: 8-11-08

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was sworn to and subscribed before me this 30th day of January, 2008, by L. K. Hoffman, as Manager of James Property, LLC, a Florida limited liability company, on behalf of such company, who is ☒ personally known to me or who ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)



H. Margaret Dasinger
NOTARY PUBLIC, State at Large

H. Margaret Dasinger
(Type or print name of Notary)

My Commission expires: June 26, 2010

**JOINDER AND CONSENT
BY MORTGAGEE TO
DECLARATION OF COVENANTS,
RESTRICTIONS, LIMITATIONS AND CONDITIONS
FOR
MERCANTILE BANK**

MERCANTILE BANK, a state of Florida chartered bank, the holder of a Mortgage encumbering all or portions of the Subdivision, hereby joins in and consents to the foregoing Declaration of Covenants, Restrictions, Limitations and Conditions for James Town Place.

Signed this 31 day of January, 2008.

Signed in the presence of the
following two witnesses:

CS Polino
Print Name: CAROL S POLINO

Maureen Schmer Marecle
Print Name: MAUREEN SCHMER MARECLE

MERCANTILE BANK

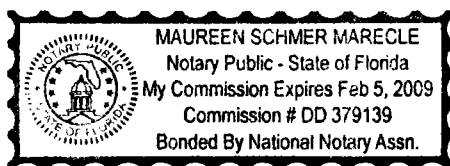
By: [Signature]
Print Name: K OWEN LAFAYE
Title: VP

STATE OF FLORIDA
COUNTY OF Hillsborough

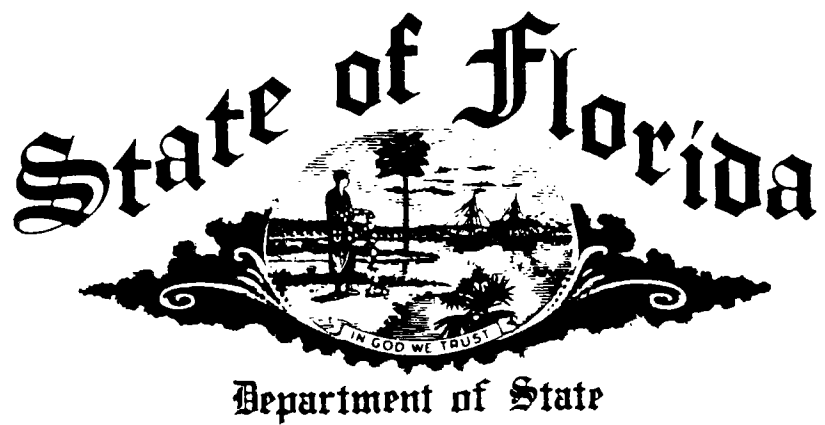
The foregoing instrument was acknowledged before me this 31st day of January, 2008, by K. Owen LAFAYE, as Vice President of Mercantile Bank, a state of Florida chartered bank, on behalf of such corporation, ☒ who is personally known to me or ☐ who has produced _____ as identification.

(AFFIX NOTARY SEAL)

Maureen Schmer Marecle
NOTARY PUBLIC, State at Large



(Type or print name of Notary)
My commission expires:



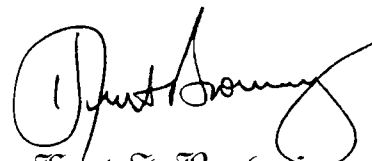
I certify the attached is a true and correct copy of the Articles of Incorporation of JAMES TOWN PLACE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on January 4, 2008, as shown by the records of this office.

The document number of this corporation is N08000000134.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Seventh day of January, 2008



CR2EO22 (01-07)


Kurt S. Browning
Secretary of State

FILED

2008 JAN -4 P 12: 28

ARTICLES OF INCORPORATION
OF
JAMES TOWN PLACE HOMEOWNERS ASSOCIATION, INC.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned subscriber to these Articles of Incorporation, for the purpose of forming a corporation not-for-profit, pursuant to Chapter 617 of the Florida Statutes does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I - NAME

The name of the corporation is James Town Place Homeowners Association, Inc., hereinafter called the "Association."

ARTICLE II - PRINCIPAL OFFICE

The principal office of the Association is located at 1925 East Edgewood Drive, Suite 100, Lakeland, Florida 33803. The Board of Directors of the Association may change the location of the principal office of said Association from time to time.

ARTICLE III - REGISTERED AGENT

Edward H. Laderer, Jr. whose address is 1925 East Edgewood Drive, Suite 100, Lakeland, Florida 33803, is hereby appointed the initial registered agent of this Association.

ARTICLE IV - PURPOSE AND POWERS OF ASSOCIATION

James Property, LLC, a Florida limited liability company ("Developer"), has developed a residential subdivision in Polk County, Florida, known as James Town Place Phase One, the plat of which, together with any additions thereto as permitted by the Declaration, will be recorded in the public records of Polk County, Florida, which will be referred to hereinafter as the "Subdivision". The Subdivision is subject to the terms of that certain Declaration of Covenants, Restrictions, Limitations and Conditions to be recorded in the public records of Polk County, Florida, which will refer to the Association and which will be referred to herein collectively as the "Declaration". This Association does not contemplate pecuniary gain or profit to its members and is formed as the Association described and referred to in the Declaration and shall have the power and responsibility to perform the maintenance and other obligations and responsibilities specified in the Declaration, shall have the power and authority to enforce the terms, restrictions and other provisions of the Declaration. The Association shall also have such other authority as may be necessary for the purpose of promoting the health, safety, and general welfare of the residents, and of the owners of lots in the Subdivision who are members of the Association.

In furtherance of such purposes, the Association shall have the power to:

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(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, the terms of which Declaration are incorporated herein by reference;

(b) Fix, levy, collect, and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration and the Bylaws of the Association; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied on or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of the members;

(f) Operate and maintain common property, specifically including, without limitation, the surface water management system, as permitted by South Florida Water Management District, including all lakes, retention and detention areas, ponds, flood plain compensation areas, wetlands and associated buffer areas and wetland mitigation areas, water management areas, pipes, inlets, ditches, culverts, water control structures and related appurtenances;

(g) Adopt such rules and regulations as the Board of Directors of the Association shall deem appropriate concerning the use of any portion of the Common Area or Common Property, including, without limitation, such rules and regulations as the Directors determine appropriate to restrict or prohibit entry upon retention areas;

(h) Contract for services to provide for the operation and maintenance of the surface water management system and related facilities if the Association contemplates a maintenance company;

(i) Sue and be sued; and

(j) Have and to exercise any and all powers, rights and privileges that a nonprofit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise, as well as all other express and implied powers of corporations not-for-profit.

The Association shall be conducted as a nonprofit organization for the benefit of its members. The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the Declaration and in accordance with the Bylaws and no part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE V - MEMBERS

Every person or entity who is a record owner of a fee or undivided fee interest in any lot (as defined in the Declaration and referred to herein as "Lot") in the Subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Voting of Members at any meeting of the Members of the Association shall be in accordance with the provisions of the Bylaws.

ARTICLE VI - DURATION

The period of duration of the Association shall be perpetual, unless sooner dissolved pursuant to provisions of Florida Statutes 617, as amended.

ARTICLE VII - INCORPORATOR

The name and residence address of the incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Edward H. Laderer, Jr.	1925 East Edgewood Drive, Suite 100, Lakeland, Florida 33803

ARTICLE VIII - OFFICERS AND DIRECTORS

The affairs of the Association shall be managed by a Board of Directors who, except for those Directors selected by the Developer, shall be members of the Association. The Board of Directors shall be elected at the annual meeting of the Association. Vacancies on the Board of Directors may be filled until the next annual meeting in such a manner as provided by the Bylaws. The officers shall be: a President, Vice President, Secretary, and Treasurer. The officers shall be elected by the Board of Directors. The officers and members of the Board of Directors shall perform such duties, hold office for such term, and take office at such time as shall be provided by the Bylaws of the Association.

ARTICLE IX - INITIAL DIRECTORS

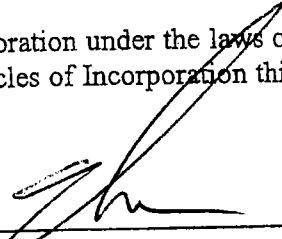
The number of persons constituting the first Board of Directors of the Association shall be three (3). The first Board of Directors, who shall serve until the election and taking of office of their successors in accordance with the provisions of the Bylaws, are:

Developer owns at least five percent (5%) of the Lots in the Subdivision, this Association shall not be dissolved without the prior written consent of the Developer.

ARTICLE XIII - FHA/VA APPROVAL

So long as there is a Class B membership, the following actions will require the prior written approval of the Federal Housing Administration or the Veterans' Administration: Annexation of additional properties, merger and consolidations, mortgaging of the assets of the Association, dedication of any of the assets of the Association for public purposes, dissolution and amendment to these Articles of Incorporation.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned subscriber has executed these Articles of Incorporation this 31st day of December, 2007.

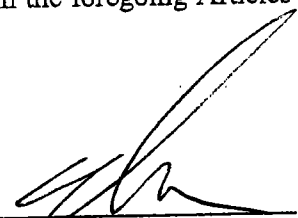


EDWARD H. LADERER, JR.,
Incorporator

ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts the appointment as registered agent of the JAMES TOWN PLACE HOMEOWNERS ASSOCIATION, INC., as set forth in the foregoing Articles of Incorporation.

DATED this 31st day of December, 2007.



EDWARD H. LADERER, JR.,
Registered Agent

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "B"

BYLAWS

OF

JAMES TOWN PLACE HOMEOWNERS ASSOCIATION, INC.

A FLORIDA NOT-TO-PROFIT CORPORATION

ARTICLE I - NAME AND LOCATION

The name of the corporation is James Town Place Homeowners Association, Inc. The initial principal office of the corporation shall be located at 1925 East Edgewood Drive, Suite 100, Lakeland, Florida 33803, but meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors. The address of the principal office may be changed from time to time by the Board of Directors.

ARTICLE II - DEFINITIONS

2.1. "Association" shall mean and refer to James Town Place Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

2.2. "Declaration" shall mean and refer to the Declaration of Covenants, Restrictions, Limitations and Conditions to which these Bylaws are attached, whose lot owners are to be Members of the Association, and which is recorded in the Public Records of Polk County, Florida and the terms of which are incorporated herein by reference.

2.3. "Developer" shall mean James Property, LLC, a Florida limited liability company, its successors and assigns.

2.4. "Directors" shall mean the members of the Board of Directors of the Association and their successors in office duly elected and serving in that capacity in accordance with the Bylaws.

2.5. "Lot" or "Lots" shall have the same meaning as "Lot" or "Lots" in the Declaration.

2.6. "Member" shall mean every person or entity who holds membership in the Association.

2.7. "Mortgage" shall mean a Mortgage encumbering a Lot which Mortgage is held either by a bank, life insurance company, federal or state savings and loan association, real estate

or mortgage investment trust, mortgage company, federal or state agencies, the Developer or such other mortgagee which shall be acceptable and approved by the Directors.

2.8. "Mortgagee" shall mean the holder of a Mortgage.

2.9. "Owner" or "Owners" shall mean the holders of the fee simple title to the Lots.

2.10. "Subdivision" shall mean all of the real property described in that certain Plat of James Town Place Phase One, to be recorded in the Public Records of Polk County, Florida.

ARTICLE III - MEMBERS

3.1. Membership in the Association. Every Owner of a Lot shall be a Member of the Association and membership shall be established as set forth in the Declaration.

3.2. Voting Rights. If a corporation or other entity is the Owner of a Lot or if a Lot is owned by more than one (1) person, the Association may require prior to any vote by the Members, a voting certificate by which the registered Owner or Owners of the Lot designates an officer or agent, if a corporation or other entity, or designates one (1) of the Owners of the Lot, if there is more than one (1) Owner, to designate the person entitled to vote at any meeting of the Members of the Association. The Association shall have two classes of voting membership:

Class A

Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned.

Class B

The Class B Member(s) shall be the Developer and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership and the Members, other than the Developer, shall be entitled to elect at least a majority of the Directors of the Association upon the earlier of the occurrence of the following events:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership (i.e., when seventy-five percent (75%) of the Lots in the Subdivision have been conveyed to Members other than the Developer); or

(b) On the date specified by the Developer in a written notice to be given to all of the Class A Members.

Notwithstanding the foregoing, Members other than the Developer are entitled to elect at least a majority of the Directors three (3) months after ninety percent (90%) of the Lots in all phases of the Subdivision that will ultimately be operated by the Association (including Lots in future phases) have been conveyed to Members other than the Developer. As used in these Bylaws, the term "Members other than the Developer" shall not include builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale. So long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots in the Subdivision, the Developer shall be entitled to elect at least one of the Directors.

3.3. Termination of Membership. Membership in the Association terminates when such Member ceases to be an Owner of a Lot.

3.4. Transfer of Membership. Membership in this Association is not transferable or assignable, but shall pass with the title to each Member's Lot.

ARTICLE IV - MEETINGS OF MEMBERS

4.1. Annual Meetings. After the Developer is no longer entitled to elect at least a majority of the Directors, the annual meeting of Members shall be held on a date established by appropriate resolution of the Directors. At the first annual meeting of Members, a date and time shall be established for all subsequent annual meetings. If the date for any annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.

4.2. Special Meetings. Special meetings of Members may be called at any time by the president or by the Board of Directors, or upon written request of no less than ten percent (10%) of the total voting interest of the Association.

4.3. Place of Meetings. The Board of Directors may designate any place within Polk County, Florida as the place of meeting for any annual or special meeting.

4.4. Notice of Meetings. Written notice of each meeting of Members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of receiving notice. Such Notice shall specify the day, hour and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

4.5. Quorum. The presence at the meeting in person or by proxy of Members entitled to cast ten percent (10%) of the votes of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, these Bylaws or by law. After a quorum has been established at a Member's meeting, the subsequent withdrawal of Members so as to reduce the number of Members entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. If a quorum is not present at any

meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

4.6. Proxies. At all meetings of Members, each Member may vote in person or by proxy in the manner provided by law. All proxies shall be in writing and filed with the secretary. Proxies shall be revocable, and the proxy of any Owner shall automatically terminate on conveyance by him of his Lot.

4.7. Waiver of Notice. A written Waiver of Notice signed by a Member, whether before or after the meeting, shall be equivalent to the giving of such notice. Any certificate to be filed as a result of the Members action under this Section shall state that written consent was given in accordance with the applicable provisions of Chapter 617 of the Florida Statutes.

4.8. Action Without Meeting. Any action of the Members may be taken without a meeting, without prior notice and without vote, if a consent in writing setting forth the action so taken is signed by a majority of the Members of the Association. Within ten days after obtaining such authorization by written consent, notice must be given to those Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Any certificate to be filed as a result of the Members action under this section shall state that written consent was given in accordance with the applicable provisions of Chapter 617 of the Florida statutes.

4.9. Voting Record. If the Association has six or more Members of record, the officers having charge of the membership records of the Association shall make, at least ten days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof. The list shall be kept on file at the registered office of the Association or at the principal place of business of the Association, and any Member shall be entitled to inspect a list at any time during usual business hours. The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member at any time during the meeting. If no such demand is made, failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

4.10. Absentee Ballots. Absentee ballots will be permitted in connection with votes on such matters as the Directors shall permit from time to time, including specifically, annual meetings of the Members. In the event absentee ballots are permitted, they will only be available to those Members who are physically absent from the Subdivision at the time the meeting is to be held or they have a physical disability or limitation which makes it impossible for them to attend the meeting. If an absentee ballot is permitted, the secretary of the Association shall mail the ballot to the Member who shall return the ballot to the secretary no later than three days prior to the meeting. Any absentee ballot may be revoked at the meeting in the event that the Member voting by absentee ballot is present at the meeting. Absentee ballots may be considered for purposes of establishing a quorum only on those matters voted on in the absentee ballot.

4.11. Order of Business. The order of business at the annual meeting of the Members and as far as practicable at other meetings, shall be:

- (a) call of the roll,
- (b) proof of notice of meeting,
- (c) reading and disposition of any unapproved minutes,
- (d) the report of officers,
- (e) report of committees,
- (f) appointment of inspectors of election,
- (g) election of directors,
- (h) unfinished business,
- (i) new business,
- (j) adjournment.

4.12. Parliamentary Rules. Roberts' Rule of Order (latest edition) shall govern the conduct of the meetings of the Members when not in conflict with the Declaration, Articles of Incorporation and these Bylaws.

ARTICLE V - BOARD OF DIRECTORS

5.1. Number. The affairs of the Association shall be managed by a board of three (3) Directors who shall be Members of the Association, except for those Directors who are elected by the Developer.

5.2. Term of Office. The present members of the Board of Directors or successors of the present members of the Directors as appointed by them in the event of the removal or disability of one or all of said Directors, shall hold office until the next annual meeting of the Members, at which time the successors shall be elected. Each Director thereafter shall hold office until the next annual meeting of the Members and until his successor shall have been elected and qualified, or until removed by a majority vote of the Members for misfeasance or malfeasance, at a special meeting of the Members called for that purpose.

5.3. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

5.4. Election of Directors. After the Class B membership has ceased and except for election of the Directors to occur at the turnover meeting of the Members, the election of the Directors shall be in the following manner:

- (a) No later than four (4) months prior to the annual meeting of the Members, the President shall appoint a nominating committee consisting of a chair person and four (4) other persons who shall be Members in good standing of the Association. A report of this committee shall be presented to the Board of Directors at least twenty-one (21) days before the annual meeting of the Members.
- (b) At the annual meeting of the Members, the nominating committee will present their list of qualified nominees to the membership. To qualify to

serve as a Director, the person nominated must have been a Member in good standing for a period of at least six (6) months prior to the time of the annual meeting, except those designated by the Developer. Any number of persons may be presented as nominees and nominations may be made from the floor if properly qualified.

- (c) Each nominee must either accept or decline the nomination. If unable to be present at the meeting, a letter from the nominee accepting the nomination must be submitted to the Secretary before the meeting. At the annual meeting, the President shall appoint one (1) of the Members to be a chairperson for the election committee who will select other Members to assist with the election process and the counting of ballots.
- (d) The election shall be by a majority vote and shall be by secret ballot. Election will be by a plurality of votes cast, each person voting being entitled to cast his vote for as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

5.5. Annual Meetings. The Board of Directors shall hold its annual meeting at the same place as and immediately following each annual meeting of Members for the purpose of the election of Officers and the transaction of such other business as may come before the meeting. If a majority of the Directors are present at the annual meeting of Members, no prior notice of the annual meeting of the Board of Directors shall be required. However, another place and time for such meeting may be fixed by written consent of all of the Directors.

5.6. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall be determined from time to time by the Board of Directors.

5.7. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board (if there is one), the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

5.8. Action Without Meeting. Any action of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken signed by all of the Directors is filed in the minutes of the Board of Directors. Such consent shall have the same effect as a unanimous vote.

5.9. Notice and Waiver. All meetings of the Directors must be open to all Members except for meetings between the Directors and its attorneys with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all meetings of the Directors must be posted in a conspicuous place in the Subdivision at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Subdivision, notice of each Board meeting must be mailed or delivered to each Members at least seven (7) days before the meeting, except in an emergency. Assessments may not be levied by

the Directors unless the notice of the meeting includes a statement that assessments will be considered at such meeting, specifying the nature of the proposed assessments. Notice to the Directors of any special meeting of the Directors shall be given at least three (3) days prior thereto by written notice delivered personally, by mail or by telegram to each Director at his address. If mailed, such notice shall be deemed to be delivered three (3) days after being deposited in the United States Mail with postage prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting, either before, at, or after such meeting by signing a waiver of notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of such meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting any objection to the transaction of business because the meeting is not lawfully called or convened.

5.10. Quorum and Voting. A majority of Directors in office shall constitute a quorum for the transaction of business. The vote of a majority of Directors present at a meeting at which a quorum is present shall constitute the action of the Board of Directors. If less than a quorum is present, then a majority of those Directors present may adjourn the meeting from time to time without notice until a quorum is present.

5.11. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors even though it is less than a quorum of the Board of Directors, unless otherwise provided by law or the Articles of Incorporation. However, any Director which the Developer selected pursuant to the Declaration shall be replaced by a person designated by the Director. A Director elected to fill a vacancy shall hold office only until the next election of Directors by the Members. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or a special meeting of Members called for that purpose.

5.12. Removal. At any meeting of Members called expressly for that purpose, any Director or Directors may be removed from office, with or without cause, by vote of a majority of both classes of the Members then entitled to vote at an election of Directors. New Directors may be elected by the Members for the unexpired terms of Directors removed from office at the same meetings at which such removals are voted. If the Members fail to elect persons to fill the unexpired terms of removed Directors, and if the Members did not intend to decrease the number of Directors to serve on the Board, then the vacancies unfilled shall be filled in accordance with provisions in these Bylaws for vacancies.

5.13. Resignations. Any Director may resign at any time by submitting a written resignation which shall take effect at the time and as specified in the notice of resignation or if no time is specified, at the time of receipt by the President. The acceptance of a resignation shall not be necessary to make it effective.

5.14. Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on any Association matter is taken shall be presumed to

have assented to the action taken unless he votes against such action or abstains from voting because of an asserted conflict of interest.

5.15. Increase of Number of Directors. The number of Directors may be increased by amendment to these Bylaws or by the affirmative vote of a majority of the Members at the annual meeting or at a special meeting called for that purpose. The additional Directors may be chosen at such annual meeting by a majority vote of each class of the membership. Such new Directors shall hold office until the next annual meeting and until the election, qualification and taking of office of their successors.

5.16. Powers. All corporate powers shall be vested in and exercised under the authority of the Board of Directors and the management and affairs of the Association shall be controlled by the Board of Directors. The Board of Directors shall have all powers given to the Directors by the Articles of Incorporation, these Bylaws, the Declaration and the Florida Not For Profit Corporation Act and in addition shall have powers to:

- (a) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association;
- (b) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation or by other provisions of these Bylaws.
- (c) Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

5.17. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting or at any special meeting at which such a statement is requested in writing by a majority of the membership entitled to vote thereat;
- (b) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;
- (c) Fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of each annual assessment period;

- (d) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (e) Foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the Owner personally obligated to pay the same.
- (f) Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board of Directors may impose a reasonable charge for the issuance of these certificates;
- (g) Procure and maintain adequate liability and hazard insurance on all property owned by the Association;
- (h) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (i) Perform the maintenance required to be performed by the Association as provided in the Declaration.

ARTICLE VI - OFFICERS AND THEIR DUTIES

6.1. Officers. The Officers of this Association shall be a President, Vice President, Secretary and Treasurer, each of whom shall be elected by the Board of Directors. A Chairman of the Board, and such other officers and assistant officers as may be deemed appropriate may be elected by the Board of Directors from time to time. Any two or more offices may be held by the same person. A failure to elect a President, Secretary or Treasurer shall not affect the existence of the Association.

6.2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at its meeting after each annual meeting of Members. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided.

6.3. Removal. Any Officer may be removed from office at any time, with or without cause, on the affirmative vote of a majority of the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby. Removal shall be without prejudice to any contract rights of the person so removed, but election of an Officer shall not of itself create contract rights.

6.4. Vacancies. Vacancies in offices, however occasioned, may be filled at any time by election by the Board of Directors for the unexpired terms of such offices.

6.5. Duties. The Chairman of the Board, or the President if there is no Chairman of the Board, shall preside at all meetings of the Board of Directors and of the Members. The President shall be the chief executive officer of the Association and shall, in general, control all of the business and affairs of the Association. The Vice President shall, in the case of the absence or disability of the President, perform all of the duties of the President. The Vice President shall perform such other duties as may be assigned by the Board of Directors or the President. The Secretary shall keep a record of the proceedings of the meetings of the Board of Directors and the meetings of the Members of the corporation. The Secretary shall also keep an accurate record of the attendance at meetings and shall have charge of the corporate seal and shall affix the corporate seal to such instruments as are authorized by the Board of Directors. The Treasurer shall have charge of the funds of the Association and shall keep a correct account of all monies received and disbursed by the corporation. The Treasurer shall present a financial report to the Board of Directors at each regular Board meeting for the period since the date of the last Board meeting. The Treasurer shall also present a report of the receipts and disbursements for the previous year and a budget for the upcoming year at each annual meeting of the Association. Subject to the foregoing, the Officers of the Association shall have such powers and duties as usually pertain to their respective offices and such additional powers and duties specifically conferred by law, by the Articles of Incorporation, by these Bylaws, or as may be assigned to them from time to time by the Board of Directors.

6.6. Delegation of Duties. In the absence or disability of any Officer of the Association or for any other reason deemed sufficient by the Board of Directors, the Board may delegate his powers or duties to any other Officer or to any other Director.

6.7. Compensation. Officers of the Association shall not receive any compensation for acting as such but nothing herein contained shall be construed to preclude any officer from serving the Association in any other capacity and receiving compensation therefor.

ARTICLE VII - COMMITTEES

7.1. Creation of Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate an Executive Committee and one or more other committees.

7.2. Executive Committee. The Executive Committee (if there is one) shall consult with and advise the Officers of the Corporation in the management of its affairs and shall have and may exercise, to the extent provided in the resolution of the Board of Directors creating such Executive Committee, such powers of the Board of Directors as can be lawfully delegated by the Board.

7.3. Other Committees. Such other committees shall have such functions and may exercise such power of the Board of Directors as can be lawfully delegated and to the extent provided in the resolution or resolutions creating such committee or committees.

7.4. Meetings. Regular meetings of the Executive Committee and other committees may be held without notice at such time and at such place as shall from time to time be determined by the Executive Committee or such other committees, and special meetings of the Executive Committee or such other committees may be called by any Member thereof upon two (2) days' notice to the other members of such committee, or on such shorter notice as may be agreed to in writing by each of the other members of such committee, given either personally or in the manner provided in these Bylaws pertaining to notice for Directors' meetings.

7.5. Vacancies. Vacancies on the Executive Committee or on other committees shall be filled by the Board of Directors then in office at any regular or special meeting of the Board of Directors.

7.6. Quorum. At all meetings of the Executive Committee or other committees, a majority of the committee's members then in office shall constitute a quorum for the transaction of business.

7.7. Manner of Acting. The acts of a majority of the members of the Executive Committee or other committees present at any meeting at which there is a quorum shall be the act of such committee.

7.8. Minutes. The Executive Committee (if there is one) and the other committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required.

ARTICLE VIII - ASSESSMENTS

For the operation of the Association and performance of the maintenance obligations of the Association and for the purpose of complying with the other terms, conditions and provisions imposed upon the Association by the Declaration, it is necessary to require the Owners of Lots to pay annual assessments in the manner specified below, each Owner accepts the obligation to pay assessments and as provided in the Declaration covenants and agrees to pay such assessments by the acceptance of such Owner's deed:

8.1. Procedure for Adoption of Assessment. Written notice of any meeting of the Directors called for the purpose of adopting any budget and annual assessment, together with a copy of the proposed annual budget for the Association shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. Mailing of such notice and copy of the budget shall be deemed sufficient if deposited in the United States mail and addressed to the address of each Owner of each Lot as shown on the records of the Office of the Polk County Property Appraiser. No vote of the Members is required to adopt a budget or approve an annual assessment. Such budget meeting shall be held at least sixty (60) days prior to the commencement of the next fiscal year of the Association.

8.2. Interest on Assessments. All Assessments and installments of such assessments paid on or before thirty (30) days after the date when due shall not bear any interest. However,

all assessments and installments of assessments specified in this Article VIII, which are not paid on or before thirty (30) days after the date when they are due shall bear interest at the twelve percent (12%) per annum from and after such thirty (30) days until paid. All payments toward the assessments shall be applied first to interest and then to the assessment payment first due.

ARTICLE IX - BOOKS, RECORDS AND REPORTS

9.1. Report to Members. The Association shall send an annual report to the Members of the Association not later than sixty (60) days after the close of each fiscal year of the Association. Such report shall include a balance sheet as of the close of the fiscal year of the Association and a revenue and disbursement statement for the year ending on such closing date. Such financial statements shall be prepared from and in accordance with the books of the Association, in conformity with generally accepted accounting principles applied on a consistent basis.

9.2. Inspection of Corporate Records. Any person who is a Member of the Association shall have the right, for any proper purpose and at any reasonable time, on written demand stating the purpose thereof, to examine and make copies from the relevant books and records of accounts, minutes, and records of Members of the Association. Upon the written request of any Member, the Association shall mail to such Member a copy of the most recent balance sheet and revenue and disbursement statement. If such request is received by the Association before such financial statements are available for its last fiscal year, the Association shall mail such financial statements as soon as they become available. In any event, the financial statements must be mailed within sixty (60) days after the close of the last fiscal year. Additionally, balance sheets and revenue and disbursement statements shall be filed in the registered office of the Association in Florida, shall be kept for at least five (5) years, and shall be subject to inspection during business hours by any Member, in person or by agent.

ARTICLE X - CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association and the words "corporate seal 2008."

ARTICLE XI - FISCAL YEAR

The fiscal year of the Association shall be established by the Directors.

ARTICLE XII - AMENDMENTS

These Bylaws may be amended at a regular or special meeting of Members by a vote of a majority of the Members present in person or by proxy; provided, however, so long as there is a Class B membership, any such amendment shall require the approval of the Federal Housing Administration or the Veterans' Administration.

ARTICLE XIII - CONFLICTS

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.