

INSTR # 2005222625

BK 06392 PGS 0747-0751 PG(s)5
RECORDED 09/14/2005 02:37:13 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 44.00
RECORDED BY J Ford

This Instrument Prepared By
David A. Miller, Esquire
Peterson & Myers, P.A.
Post Office Box 24628
Lakeland, Florida 33802-4628

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR LAKE JAMES**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKE JAMES, is made this 9th day of September, 2005, by STEPHENSON LAND COMPANY, INC., a Florida corporation ("Declarant") for itself and its successors, grantees, and assigns, concerning certain lands more particularly described as Lake James as recorded in Plat Book 129, page 41, public records of Polk County, Florida (hereinafter, together with any additional lands made subject to this Declaration, the "Land").

RECITALS

A. On March 29, 2005, Declarant executed the Declaration of Covenants, Conditions and Restrictions for Lake James ("Declaration") which was recorded in the public records of Polk County, Florida on March 31, 2005 in Official Records Book 6143, page 94.

B. Section 14.10 of Article XIV of the Declaration provides that the Declarant may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive, or add to the covenants, conditions, restrictions and other provisions of the Declaration. The right for the Declarant to amend the Declarations shall expire at such time as no "Developer", as defined in the Declaration, holds any property for sale in the ordinary course of business within the Development.

C. Declarant, who is the Developer as defined in the Declaration, holds property for sale in the ordinary course of business within the Development.

D. Declarant desires to amend certain provisions of the Declaration.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference.

2. **Amendment of Section 5.5.** Section 5.5 of Article V of the Declaration is hereby deleted in its entirety and the following new section 5.5 of Article V is substituted in lieu thereof:

5.5 **Lawns, Landscaping, Irrigation Systems.** Except for areas covered by structures, walkways or paved parking facilities, all lawns, shrubs and irrigation of the Lots and Common Areas, Conservation Areas, buffer zones, open space or similar areas, shall be maintained by the Association and paid by the Annual Assessment and Monthly Maintenance Assessment described in Article IX hereof. All lawns and landscaping shall be completed at the time of completion of the structures as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency at Owner's cost. Each Lot shall have installed at Owner's Cost, an automatic sprinkler system approved by Developer (the timer shall be mounted outside each Unit in a water-proof enclosure). The Owner shall be responsible for installing all landscaping and irrigation systems and irrigation timers on the Owner's Lot. Owner is responsible for repair of irrigation piping, switching devices, irrigation timers, and irrigation heads in the event of damage sustained due to electrical power surges or lightning. Owner is also responsible for repairing damages to such irrigation piping, switching devices, irrigation timers, and irrigation heads caused by Owner or the Owner's guests, vendors or invitees. The Developer, until the Developer owns no Lots in the Development, and the Association thereafter, shall have the right, at its sole discretion, to adopt a schedule of irrigation times and duration of irrigation, subject to the direction of SWFWMD or other regulatory bodies.

Each Owner shall connect the Owner's irrigation system to the Polk County reuse system approved for and constructed for the Development. Such Owner's irrigation system shall contain a timer as described above, and the timer shall be calibrated to the time requirements set by the Southwest Florida Water Management District. THE OWNER ACKNOWLEDGES THE REUSE WATER IS PROVIDED BY THE COUNTY AND THE COUNTY HAS THE RIGHT AT ANY TIME TO SHUT OFF OR CURTAIL IN FULL OR IN PART THE AVAILABILITY OF REUSE WATER FOR IRRIGATION AND THE OWNER FURTHER ACKNOWLEDGES THAT THE DEVELOPER AND THE ASSOCIATION SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY LOSS OR DAMAGE TO THE OWNER'S PROPERTY AND IMPROVEMENTS THEREON, IN THE EVENT THE COUNTY SHUTS OFF OR CURTAILS THE FLOW OF WATER TO THE DEVELOPMENT'S IRRIGATION SYSTEM. THE OWNER ACKNOWLEDGES THAT THE COUNTY MAY OR MAY NOT NOTIFY THE ASSOCIATION OF ANY SHUT OFF OR CURTAILMENT OF THE REUSE WATER AND NEITHER THE ASSOCIATION NOR THE DEVELOPER HAVE ANY OBLIGATION TO NOTIFY OWNERS OF SUCH SHUT OFF OR CURTAILMENT, UNLESS THE ASSOCIATION OR THE DEVELOPER RECEIVES WRITTEN NOTICE FROM THE COUNTY OF SUCH SHUT OFF OR CURTAILMENT.

The cost of the reuse water is to be billed to the Owner monthly by the County. Upon receipt of the bill from the County, the Owner shall pay such bill in a timely fashion prior to the bill becoming delinquent or overdue. If the Owner fails to timely pay the bill from the County and such bill becomes delinquent or overdue, the Association may in its discretion, but is not required to, pay the bill for the reuse water used in the irrigation of the Owner's property,

whereupon the Association shall assess such delinquent Owner an amount equal to the expenses incurred by the Association to pay such bill. If the Owner fails to pay the assessment to the Association, a lien may be placed against the Owner's Lot or Living Unit for non-payment of the assessment and the Association shall have the right to enforce such lien in accordance with the terms set forth herein.

In the event the reuse water is shut off or curtailed, then the Owner shall be responsible for irrigating the Owner's Lot in compliance with any applicable federal, state and local statutes, rules or regulations.

The Owners shall neither alter, modify or otherwise change the landscaping approved by Declarant or Association after the Declarant has no more Lots, nor cover any landscaped area with gravel, stone or other type pavement to replace any landscaping; provided, however, Owners may plant perennial flowers within the landscaped areas.

3. **Amendment of Section 9.3.** Section 9.3 of Article IX of the Declaration is hereby deleted in its entirety and the following new section 9.3 of Article IX is substituted in lieu thereof:

9.3 **Purposes of Assessments:**


- (A) To promote the recreation, health, safety, and welfare of the Owners and residents of the Development;
- (B) For the improvement, maintenance, protection and operation of the Association and Common Areas, if any, the Association equipment and facilities, and the Surface Water Management System, if necessary; and to establish and maintain adequate repair and replacement reserves;
- (C) To pay the operating expenses of the Association;
- (D) To pay for the cost of the maintenance of each Lot, including maintaining the yard and shrubbery, irrigation system, including timer, roads, Clubhouse, and Common Areas;
- (E) For such other purposes and use as are authorized by the Governing Documents as amended from time to time;
- (F) Notwithstanding anything herein to the contrary, each Member or Owner shall be responsible and obligated to pay for the cost of irrigation water used by such Member or Owner in addition to any Assessment assessed against such Member or Owner.

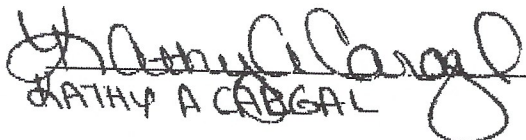
4. Amendment of Section 9.7. Section 9.7 of Article IX of the Declaration is hereby deleted in its entirety and the following new section 9.7 of Article IX is substituted in lieu thereof:

9.7 Amount of Semi-Annual Assessment. The amount of the Semi-Annual Assessment based on the annual budget shall be the same for each Lot or Living Unit subject to assessment except that until the turn over date the Developer shall not be required to pay any assessment as long as the Developer pays any shortfall of any operating expenses of the matters to be covered by the Semi-Annual Assessment set forth in Section 9.2. The initial Semi-Annual Assessment for each Lot shall be \$170.00 per month to be paid in semi-annual installments in advance. The Semi-Annual Assessment is intended to pay for the matters as set forth in paragraph 1.23 hereof. In addition, the Association shall include in the Semi-Annual Assessment an amount necessary to pay any projected nonpayment of Semi-Annual Assessments, and in the event such Semi-Annual Assessment is recovered by the Association, such recovered amount shall become part of the annual budget of the Association. For the year beginning January 1, 2006, and thereafter, the maximum Semi-Annual Assessment may be increased each year not more than twenty percent (20%) above the maximum Semi-Annual Assessment for the previous year by a majority vote of the Board of Directors of the Association, without a vote of the membership. For the year beginning January 1, 2006, and thereafter, the maximum Semi-Annual Assessment may be increased above twenty percent (20%) above the maximum Semi-Annual Assessment for the previous year by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for such purpose.

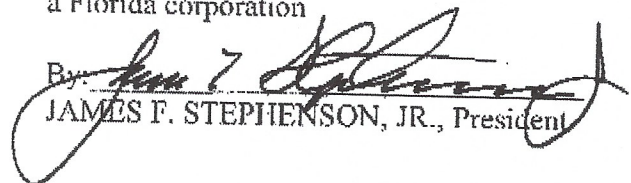
5. Ratification. Except as amended herein by this First Amendment, the Declaration is hereby ratified and is in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the day first above written or typed.


David A. M. 11/05


KATHY A CABGAL

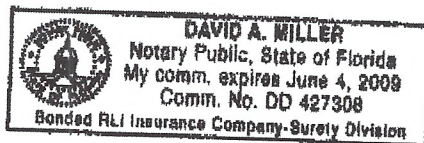
STEPHENSON LAND COMPANY, INC.
a Florida corporation

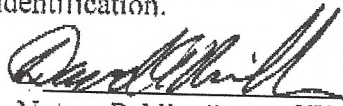
By: 
JAMES F. STEPHENSON, JR., President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was executed before me this 9 day of September, 2005, by JAMES F. STEPHENSON, JR., as President of STEPHENSON LAND COMPANY, INC., a Florida corporation, for and on behalf of the corporation, who [☒] is personally known to me or who [☐] produced _____ as identification.

(Seal)




Notary Public, State of Florida

F:\HOME\CAD\Stephenson\Lake James\Declaration of Covenants Amendment.doc

This Instrument Prepared By
John R. Griffith, Esquire
Peterson & Myers, P.A.
Post Office Box 24628
Lakeland, Florida 33802-4628

INSTR # 2006258998
BK 07024 PGS 1815-1817 PG(s)3
RECORDED 10/24/2006 12:50:22 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 27.00
RECORDED BY C King

INSTR # 2006269043
BK 07042 PGS 1824-1827 PG(s)4
RECORDED 11/06/2006 09:45:11 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 35.50
RECORDED BY E Costa

SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR LAKE JAMES

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKE JAMES, is made this 24th day of October, 2006, by **STEPHENSON LAND COMPANY, INC.**, a Florida corporation ("Declarant") for itself and its successors, grantees, and assigns, concerning certain lands more particularly described as Lake James Phase I as recorded in Plat Book 129, page 41, and Lake James Phase II as recorded in Plat Book 141, pages 3-4, public records of Polk County, Florida (hereinafter, together with any additional lands made subject to this Declaration, the "Land").

RECITALS

A. On March 29, 2005, Declarant executed the Declaration of Covenants, Conditions and Restrictions for Lake James ("Declaration") which was recorded in the public records of Polk County, Florida on March 31, 2005 in Official Records Book 6143, page 94, and a First Amendment thereto dated September 9, 2005, which was recorded in the public records of Polk County, Florida on September 14, 2005 in Official records Book 6392, page 747.

B. Section 14.10 of Article XIV of the Declaration provides that the Declarant may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive, or add to the covenants, conditions, restrictions and other provisions of the Declaration. The right for the Declarant to amend the Declarations shall expire at such time as no "Developer", as defined in the Declaration, holds any property for sale in the ordinary course of business within the Development.

C. Declarant, who is the Developer as defined in the Declaration, holds property for sale in the ordinary course of business within the Development.

D. Declarant desires to amend certain provisions of the Declaration.

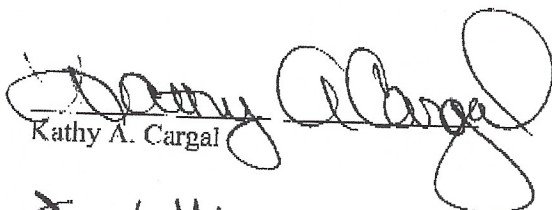
NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

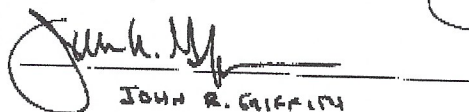
N.B. Document is being re-recorded to add the legal description

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference.
2. **Amendment of Section 1.17.** The Declarant hereby adds additional lands to the real property comprising Lake James, specifically the lands comprising Phase II of Lake James, according to the plat thereof recorded in Plat Book 141, pages 3 – 4, Public Records of Polk County, Florida. Accordingly, the Land comprising the Development means the land described in Exhibit "A" to the Second Amendment to Declaration, as it may be further amended from time to time.
3. **Amendment of Article V.** Article V of the Declaration is hereby amended by the addition of the following Section 5.31:

5.31 **Statuary and Lawn Ornamentation.** Any statues or lawn ornaments must be of appropriate size, and of a design that is harmonious with the architectural and aesthetic appearance of the Development. No single Lot may have more than ten (10) total statues or lawn ornaments, and all such statues or lawn ornaments must be located in the landscaped (e.g. mulched or bedded areas) and not in the grass lawn of the Lot. Any statue or lawn ornament must be in good taste and not deemed offensive, taking into account the prevailing standards of the Development. The Declarant or Board of Directors of the Association shall have the final say with respect to any question regarding the size, location, design or appropriateness of any statue or lawn ornament and may enter the property and cause the removal of any statute or lawn ornament maintained in violation of this provision.
4. **Amendment of Section 9.5.** The Annual Assessment for each Lot in Lake James Phase II shall be initially be \$350.00 per year, which shall be the amount of the Annual Assessment for Lots in Phase I of Lake James effective January 1, 2007.
5. **Amendment of Section 9.7.** The Semi Annual Assessment for each Lot in the Development shall be \$170.00 per month as of the date of this Second Amendment to Declaration.
6. **Ratification.** Except as amended herein by this First Amendment, the Declaration is hereby ratified and is in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the day first above written or typed.


Kathy A. Cargal


John R. Cargal

STEPHENSON LAND COMPANY, INC.
a Florida corporation

By: 
JAMES F. STEPHENSON, JR., President


STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was executed before me this 24th day of October, by JAMES F. STEPHENSON, JR., as President of STEPHENSON LAND COMPANY, INC., a Florida corporation, for and on behalf of the corporation, who [] is personally known to me or who [] produced _____ as identification.

(Seal)



Marie Noah
Commission # DD491413
Expires November 1, 2008
Bonded Troy Fair Insurance Inc. 800-385-7018


Notary Public, State of Florida

h:\HOMERKAC\Stephenson Lake James restrictions.doc

EXHIBIT "A"
LEGAL DESCRIPTION

All of LAKE JAMES, PHASE ONE, according to the map or plat thereof as recorded in Plat Book 129, Page(s) 41, Public Records of Polk County, Florida.

All of LAKE JAME, PHASE TWO, according to the map or plat thereof as recorded in Plat Book 141, Page(s) 3, Public Records of Polk County, Florida.

RE-
This Instrument Prepared By
John R. Griffith, Esquire
Peterson & Myers, P.A.
Post Office Box 24628
Lakeland, Florida 33802-4628

INSTR # 2014219332
BK 9418 Pgs 2042-2045 PG(s) 4
RECORDED 12/30/2014 04:51:43 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$35.50
RECORDED BY laurdavi

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR LAKE JAMES**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKE JAMES (the "Amendment"), is made this 22nd day of December, 2014, by STEPHENSON LAND CO., a Florida corporation, a/k/a STEPHENSON LAND COMPANY, INC. ("Declarant") for itself and its successors, grantees, and assigns, concerning certain lands more particularly described as Lake James Phase I as recorded in Plat Book 129, page 41, and Lake James Phase II as recorded in Plat Book 141, pages 3-4, public records of Polk County, Florida (hereinafter, together with any additional lands made subject to this Declaration, the "Land").

RECITALS

A. On March 29, 2005, Declarant executed the Declaration of Covenants, Conditions and Restrictions for Lake James ("Declaration") which was recorded in the public records of Polk County, Florida on March 31, 2005 in Official Records Book 6143, page 94, a First Amendment thereto dated September 9, 2005, which was recorded in the public records of Polk County, Florida on September 14, 2005 in Official Records Book 6392, page 747, and a Second Amendment thereto dated October 24, 2006, which was recorded in the public records of Polk County, Florida on October 24, 2006 in Official Records Book 7024, page 1815, and re-recorded on November 6, 2006, in Official Records Book 7042, page 1824.

B. Section 14.10 of Article XIV of the Declaration provides that the Declarant may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive, or add to the covenants, conditions, restrictions and other provisions of the Declaration. The right for the Declarant to amend the Declarations shall expire at such time as no "Developer", as defined in the Declaration, holds any property for sale in the ordinary course of business within the Development.

C. Declarant, who is the Developer as defined in the Declaration, holds property for sale in the ordinary course of business within the Development.

D. Declarant desires to amend certain provisions of the Declaration.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference.
2. **Amendment of Section 4.1 (B).** Section 4.1 (B) of Article IV of the Declaration is hereby deleted in its entirety and the following new Section 4.1 (B) of Article IV is substituted in lieu thereof:

(B) Class B Members shall consist of the Declarant and its successors and assigns and shall be entitled to five (5) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever shall first occur ("Turnover Date"):

 - (i) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or
 - (ii) when Declarant, in its sole and absolute discretion, so determines; or
 - (iii) three months after ninety percent (90%) of the Lots in all phases of the Development covered by this Declaration have been conveyed to Owners/Members other than the Declarant, or such lesser percentage if specified by any applicable law, or in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of any Lot.
3. **Amendment of Section 5.22.** Section 5.22 of Article V of the Declaration is hereby deleted in its entirety and the following new Section 5.22 of Article V is substituted in lieu thereof:

5.22 Signs. No signs, banners, billboards or advertisements of any kind, including without limitation, those of realtors, politicians, contractors or subcontractors, novelty signs, informational signs, advertising signs or notification or informational signs, or display signs for any sale of items or the sale or rental of a Lot or Living Unit shall be erected or displayed anywhere within the Development, including in windows and on motor vehicles. If any sign is erected in violation of this provision, the Declarant or the Association, shall have the right to enter the property on which the sign is located and remove it, as well as levy a fine of Fifty and No/100 Dollars (\$50.00) per day for each day's violation. Said action to enter one's property and remove the sign, if necessary, shall be deemed expressly permitted by the property Owner. The foregoing shall not apply to signs, banners, flags, billboards or advertisements used or erected by Declarant, nor to

entry and directional signs installed by Declarant or the Association, and signs required by law, to the strict minimum extent specified by such law.

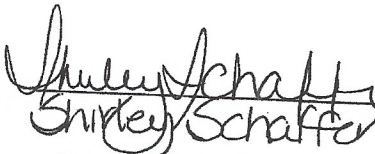
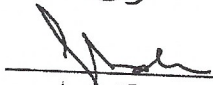
4. **Amendment of Article V.** Article V of the Declaration is hereby amended by the addition of the following Section 5.32:

5.32 Leases/Rental. No portion (e.g. less than 100%) of a Lot or Living Unit, other than an entire Living Unit, may be leased or rented. A Living Unit Owner shall be prohibited from renting or leasing such Owner's Living Unit for a term of less than twelve (12) months. The Declarant, or the Association, shall have the right to approve the proposed lessee(s) or tenant(s) under an Owner's proposed lease or rental agreement for a term of no less than twelve (12) months (the "lease"), and the Declarant, or the Association, shall have the right to require the Owner to obtain and submit any reasonable information and identification of the proposed lessee(s) or tenant(s) for the purpose of verifying their identity, credit-worthiness, background and age, for the purpose of ensuring compliance with the provisions of Article XV of this Declaration. The Declarant, or the Association, may require that a reasonably uniform form of lease be used. A copy of any proposed lease shall be provided to the Declarant or to the Association by the Owner prior to the full and final execution of the proposed lease, for review and approval by the Declarant or the Association prior to the lease taking effect, and prior to any tenant or lessee taking possession of the Living Unit. The Declarant, or the Association, agrees that approval of the proposed lease shall not be unreasonably withheld or delayed, and in the event the Declarant or Association does not provide any written objection to the proposed lease to the Owner within ten (10) business days from the date that the proposed lease is submitted to the Declarant or the Association for review and approval, the proposed lease shall be deemed approved, provided that this provision shall not be deemed a waiver of the right of the Declarant or the Association to enforce any violation of the terms and provisions of this Declaration, or the rules and regulations of the Association. The lease shall include a provision permitting the Association authority and standing to evict any tenant of an Owner who is in breach or violation of the lease agreement, this Declaration, or the rules and regulations of the Association. The lease or rental shall not release the Owner from any obligation under this Declaration or the rules and regulations of the Association. Regardless of whether or not expressed in the lease, the Owner(s) shall be jointly and severally liable with the lessee(s) or tenant(s) to the Association for any amount which is required by the Association to effect any required repairs or to pay any claim for injury or damage to property caused by the negligence of the lessee(s) or tenant(s) or for the acts and omissions of the tenant(s), Lessee(s) or occupant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. All leases shall comply with and be subject to the provisions of this Declaration, the Articles and By-Laws of the Association, and applicable law, and the provisions of same shall be deemed expressly incorporated into any lease of a Living Unit. For the purposes of this subsection, a corporate Living Unit Owner may allow its officers, directors, designees, and employees to use the Living Unit without it constituting a lease; provided, however, that corporate ownership may not be

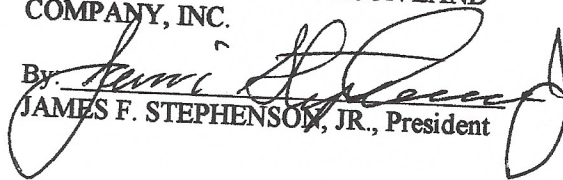
used to circumvent the rules and regulations covering the leasing of Living Units in the Development.

5. **Ratification.** Except as amended herein by this Third Amendment, the Declaration, and the First and Second Amendments thereto are hereby ratified and remain unchanged, and are in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the day first above written or typed.


Shirley Schaffer

James Nelson

STEPHENSON LAND CO., a Florida corporation, a/k/a STEPHENSON LAND COMPANY, INC.

By: 
JAMES F. STEPHENSON, JR., President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was executed before me this 22ND day of December, 2014, by JAMES F. STEPHENSON, JR., as President of STEPHENSON LAND CO. a Florida corporation a/k/a STEPHENSON LAND COMPANY, INC., for and on behalf of the corporation, who ☒ is personally known to me or who ☐ produced _____ as identification.

(Seal)




Notary Public, State of Florida

INSTR # 2018010046
 BK 10367 Pgs 2255-2258 PG(s)4
 01/12/2018 03:13:38 PM
 STACY M. BUTTERFIELD,
 CLERK OF COURT POLK COUNTY
 RECORDING FEES 35.50

This Instrument Prepared By
 Gregory A. Sanoba, Esq.
 The Sanoba Law Firm
 422 South Florida Ave.
 Lakeland, FL 33801

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS
 CONDITIONS AND RESTRICTIONS FOR LAKE JAMES**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKE JAMES, is made this 13th day of November, 2017, by STEPHENSON LAND CO., a Florida corporation ("Declarant") for itself and its successors, grantees, and assigns, concerning certain lands more particularly described as, Lake James Phase I as recorded in Plat Book 129, pages 41-42 of the Public Records of Polk County Florida, Lake James Phase II as recorded in Plat Book 141, pages 3-4 of the Public Records of Polk County, Florida and Lake James Phase III as recorded in Plat Book 166, pages 7-8 of the Public Records of Polk County, Florida (hereinafter, together with any additional lands made subject to this Declaration, the "Land").

RECITALS

A On March 29, 2005, Declarant executed the Declaration of Covenants, Conditions and Restrictions for Lake James (Declaration") which was recorded on March 31, 2005 in O.R. Book 6143, page 94 of the Public Records of Polk County, Florida, and a First Amendment thereto dated September 9, 2005, which was recorded on September 14, 2005 in O.R. 6392, page 747 of the Public Records of Polk County, Florida, and a Second Amendment thereto dated October 24, 2006, which was recorded on October 24, 2006 in O.R. Book 7024, page 1815 of the Public Records of Polk County, Florida and re-recorded in O.R. Book 7042, Page 1824 of the Public Records of Polk County, Florida and a Third Amendment thereto dated December 22, 2014, which was recorded on December 30, 2014 in O.R. Book 9418, page 2042 of the Public Records of Polk County, Florida.

B Section 12.6 of Article XII and Sections 14.3 and 14.10 of Article XIV of the Declaration provides that the Declarant may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive, or add to the covenants, conditions, restrictions and other provisions of the Declaration. The right for the Declarant to amend the Declarations shall expire at such time as no "Developer", as defined in the Declaration, holds any property for sale in the ordinary course of business within the Development.

C Declarant, who is the Developer as defined in the Declaration, holds property for sale in the ordinary course of business within the Development.

D Declarant desires to amend certain provisions of the Declaration.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference.

2. **Amendment of Section 1.17.** The Declarant hereby adds additional lands to the real property comprising Lake James, specifically the lands comprising Phase III of Lake James, according to the plat thereof recorded in Plat Book 166, pages 7-8, Public Records of Polk County, Florida. Accordingly, the Land comprising the Development means the land described in Exhibit "A" to the Fourth Amendment to Declaration, as it may be further amended from time to time.

3. **Amendment of Section 5.22.** Section 5.22 of Article V of the Declaration, as amended in the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Lake James is hereby deleted in its entirety and the following new Section 5.22 of Article V is substituted in its place:

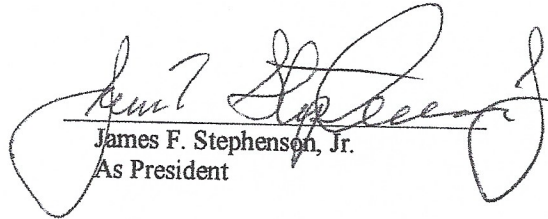
5.22 Signs. No signs, banners, billboards or advertisements of any kind, including without limitation, those of politicians, contractors or subcontractors, novelty signs, informational signs, advertising signs, notification or informational signs, display signs for any sale of items or the rental of a Lot or Living Unit shall be erected or displayed anywhere within the Development, including the windows and motor vehicles. If any sign is erected in violation of this provision, the Declarant or the Association, shall have the right to enter the property on which the sign is located and remove it, as well as levy a fine of fifty and no/100 Dollars (\$50.00) per day for each day's violation. Said action to enter one's property and remove the sign, if necessary, shall be deemed expressly permitted by the property Owner. The foregoing restriction shall not apply to:

- A. banners, flags, billboards or advertisements used or erected by Declarant; and/or
- B. entry and directional signs installed by Declarant or the Association; and/or
- C. signs required by law, to the strict minimum extent specified by such law; and/or
- D. one "seasonal" banner per Living Unit, pertaining only to a holiday or a season, that is temporarily installed only in the Living Unit's flower bed and does not exceed 18" wide and 28" in height; and/or
- E. one custom designed "For Sale" sign which advertises the Lot or Living Unit for sale. Said custom designed sign shall not be a standard sign from a realty office, but, rather custom designed for the Lot or Living Unit pursuant to the material specifications and design guidelines created by the Architectural Review Committee. Said sign shall be erected no closer than ten (10) feet to the sidewalk and installed parallel with the street and shall not remain installed for more than nine (9) months during any twelve (12) month time period unless a written waiver is obtained from the Architectural Review Committee.

4. **Ratification.** Except as amended herein by this first Amendment, the Declaration is hereby ratified and is in full force and effect.

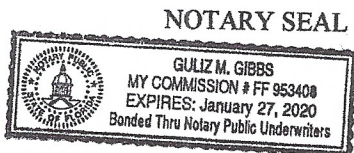
IN WITNESS WHEREOF, the undersigned has executed this instrument on the day first above written or typed.

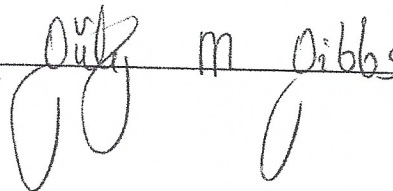
STEPHENSON LAND CO.
A Florida corporation


James F. Stephenson, Jr.
As President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was executed before me this 13 day of November, 2017 by JAMES F. STEPHENSON, JR., President of STEPHENSON LAND CO., a Florida corporation, for and on behalf of the corporation, who [] is personally known to me or who [] produced FL Driver License as identification.




Notary

Stacy M. Butterfield POLK

CFN# 2018010046 OR BK 10367 PG 2257 Pgs 2255-2258 01/12/2018 03:13:38 PM

EXHIBIT A
LEGAL DESCRIPTION

All of Lake James Phase I as recorded in Plat Book 129, pages 41-42 of the Public Records of Polk County Florida; and

All of Lake James Phase II as recorded in Plat Book 141, pages 3-4 of the Public Records of Polk County, Florida; and

All of Lake James Phase III as recorded in Plat Book ~~111~~ pages 7-8 of the Public Records of Polk County, Florida