

INSTR # 2018228060  
BK 10656 Pgs 0471-0475 PG(s)5  
10/30/2018 01:57:05 PM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 44.00

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

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

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKE JAMES, is made this 31<sup>st</sup> day of October, 2018, 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 and a Fourth Amendment thereto dated November 13, 2017 which was recorded on January 12, 2018 in O.R. Book 10367, page 2255-2258 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 Article XVI, Compliance With Southwest Florida Water Management District Surface Drainage Requirements Including Restrictions, Enforcement Rights and Assessments for Monitoring and Maintenance.** The Declarant hereby deletes Sections 16.1 thru 16.6 of the Article referenced above which is contained in the Declaration of Covenants, Conditions and Restrictions for Lake James which was recorded on March 31, 2005 in O.R. Book 6143, page 94 of the Public Records of Polk County, Florida and replaces 16.1 through 16.6 with the following:

16.1 "Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C.

16.2 Stormwater Management System. The Lake James Homeowners Association, Inc. (hereinafter referred to as the "Association") shall be responsible for the maintenance, operation and repair of the stormwater management system. Maintenance of the stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the Southwest Florida Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified as approved by the Southwest Florida Water Management District.

16.3 Any amendment to the Covenants and Restrictions that alters the stormwater management system, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

16.4 The Southwest Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions



contained in this Declaration which relate to the maintenance, operation and repair of the stormwater management system.

16.5 The Association shall operate, maintain and manage the stormwater management system(s) in a manner consistent with the requirements of the Southwest Florida Water Management District Permit and applicable Southwest Florida Water Management District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

16.6 The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the stormwater management system.

16.7 The assessments shall be used for the maintenance and repair of the stormwater management systems and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements.

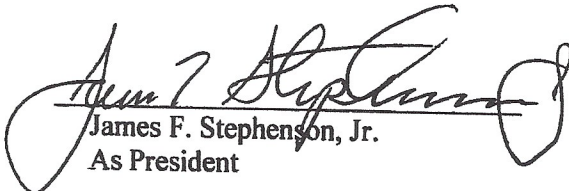
16.8 In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the stormwater management system must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation.

16.9 Existence of the Association commenced upon the filing of its Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

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

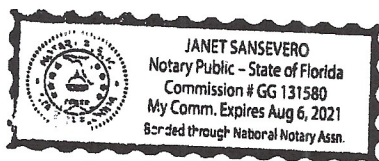
IN WITNESS WHEREOF, the undersigned has executed this instrument on the day first above written or typed.

STEPHENSON LAND CO.  
A Florida corporation

  
James F. Stephenson, Jr.  
As President

STATE OF FLORIDA Florida  
COUNTY OF ~~POLK~~ manatee.

The foregoing instrument was executed before me this 26<sup>th</sup> day of October, 2018 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 FD ID as identification.



NOTARY SEAL

Janet Sansevero  
Notary



**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 166, pages 7-8 of the Public Records of Polk County, Florida



INSTR # 2019170621  
BK 10939 Pgs 1581-1585 PG(s)5  
RECORDED 08/13/2019 04:27:25 PM  
STACY M. BUTTERFIELD, CLERK OF COURT  
POLK COUNTY  
RECORDING FEES \$44.00  
RECORDED BY rhoncamp

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

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

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKE JAMES, is made this 6<sup>th</sup> day of August, 2019, 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, a Fourth Amendment thereto dated November 13, 2017 which was recorded on January 12, 2018 in O.R. Book 10367, page 2255-2258 of the Public Records of Polk County, Florida and a Fifth Amendment thereto dated October 26, 2018 which was recorded on October 30, 2018 in O.R. Book 10656, page 0471-0475 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 Article I, Paragraph 1.13:** The Declarant hereby deletes Article I, Paragraph 1.13 which is contained in the Declaration of Covenants, Conditions and Restrictions for Lake James which was recorded on March 31, 2005 in O.R. Book 6143, page 94 of the Public Records of Polk County, Florida and replaces Article I, Paragraph 1.13 with the following:

**"1.13 "Family" means one (1) adult natural person occupying a Living Unit (defined hereafter) meeting the requirements set forth in Article XV and (a) that person's spouse or partner, if any; and/or (b) the parents of the adult natural person or their spouse or partner; and/or (c) the natural child of the natural person or their spouse or partner; and/or (d) the siblings of the adult natural person or their spouse or partner. All of the above provided the age requirements of Article XV are met. No more than four persons shall be allowed to occupy a Living Unit at any given time. The Declarant and the Association reserve the right to establish policies and procedures that would allow for a live in caregiver in a Living Unit."**

3. **Amendment of Article I:** The Declarant hereby amends Article I which is contained in the Declaration of Covenants, Conditions and Restrictions for Lake James which was recorded on March 31, 2005 in O.R. Book 6143, page 94 of the Public Records of Polk County, Florida by adding the following paragraph:

**"1.32 Guests. Guests shall not be allowed to reside in a Living Unit permanently. Guests shall be prohibited from spending more than ninety (90) nights in a Living Unit during any twelve (12) month period. The Declarant and the Association reserve the right to establish policies and procedures which modify this Guest restriction due to hardships."**

4. **Amendment of Article V, Paragraph 5.23(B):** The Declarant hereby deletes Article V, Paragraph 5.23(B) which is contained in the Declaration of Covenants, Conditions and Restrictions for Lake James which was recorded on March 31, 2005 in O.R. Book 6143, page 94 of the Public Records of Polk County, Florida and replaces Article V, Paragraph 5.23(B) with the following:



**"5.23(B):** No boats, boat or utility trailers, semi-tractor trailers, house trailers or any kind, campers, pop-ups or otherwise), mobile homes, motor homes, recreational vehicles, buses, truck campers, disabled vehicles, inoperative vehicles, unlicensed vehicles, or vehicles in disrepair or needing paint may be parked or kept in the Development unless kept fully enclosed inside a structure ("Restricted Vehicles"). For purposes of this paragraph only, an open carport shall not be deemed a structure. Campers, buses, motor homes, recreational vehicles, truck campers and the like are permitted to be parked in the Development for no more than forty eight (48) hours for loading and unloading purposes only and in no event shall any vehicle be parked in any street other than as set allowed herein. It is prohibited to wash, repair or sleep in Restricted Vehicles at any time unless inside a structure. Vehicles that are not Restricted Vehicles may be parked in the driveway of a Living Unit but such practice is discouraged because of the resulting aesthetic diminution of the Development. Developer until it owns no Lots in the Development, and thereafter the Association, reserves the right to enact rules that would prohibit the parking of any vehicle in a Living Unit's driveway other than on a temporary basis. Motorcycles with appropriate noise arresting systems are allowed in the Development, however, such motorcycles may be driven only for purposes of ingress and egress from outside the Development directly to the Living Unit and from the Living Unit to a location outside the Development. No work on any vehicle shall be permitted within the Development except in an enclosed structure."

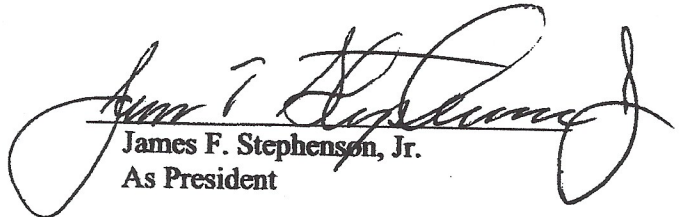
**3. Amendment of Article V, Paragraph 5.32(B):** The Declarant hereby amends Article V, Paragraph 5.32 which is contained in the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Lake James which was recorded on December 30, 2014 in O.R. Book 9418, page 2042 of the Public Records of Polk County, Florida and hereby adds the following language to Article V, Paragraph 5.32:

**"When Declarant or Association has selected a preferred home building contractor to construct Living Units in the Lake James community, said preferred home building contractor shall be allowed to lease a Living Unit for less than one (1) year but only to persons that have signed a contract with said preferred home building contractor for a new home to be built in the Lake James community."**

**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.


STEPHENSON LAND CO.  
A Florida corporation

  
James F. Stephenson, Jr.  
As President

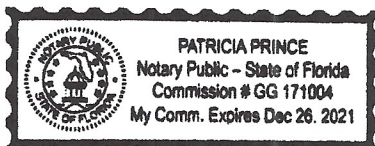
STATE OF FLORIDA

COUNTY OF ~~POEK~~ Manatee

The foregoing instrument was executed before me this 6 day of August, 2019 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 FLDL as identification.

  
Notary

NOTARY SEAL



**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 166, pages 7-8 of the Public Records of Polk County, Florida**



INSTR # 2021228807  
BK 11874 Pgs 0303-0307 PG(s)5  
09/01/2021 11:27:13 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 44.00

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

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

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKE JAMES, is made this 27 day of August, 2021, 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 One as recorded in Plat Book 129, pages 41-42 of the Public Records of Polk County Florida, Lake James Phase Two as recorded in Plat Book 141, pages 3-4 of the Public Records of Polk County, Florida, Lake James Phase Three as recorded in Plat Book 166, pages 7-8 of the Public Records of Polk County, Florida and Lake James Phase 4 as recorded in Plat Book 186, pages 24-26 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, a Fourth Amendment thereto dated November 13, 2017 which was recorded on January 12, 2018 in O.R. Book 10367, page 2255-2258 of the Public Records of Polk County, Florida, a Fifth Amendment thereto dated October 26, 2018 which was recorded on October 30, 2018 in O.R. Book 10656, page 0471-0475 of the Public Records of Polk County, Florida and a Sixth Amendment thereto dated August 6, 2019 which was recorded August 13, 2019 in Official Records Book 10939, Pages 1581-1585 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 Article I, Section 1.17.** The Declarant hereby adds additional lands to the real property comprising Lake James, specifically the lands comprising Phase 4 of Lake James, according to the plat thereof recorded in Plat Book 186, pages 24-26, Public Records of Polk County, Florida. Accordingly, the Land comprising the Development means the land described in Exhibit "A" attached hereto to this Seventh Amendment to Declaration of Covenants Conditions and Restrictions for Lake James, as it may be further amended from time to time.
3. **Amendment of Article V, Section 5.2:** The Declarant hereby adds the following section to Article V, Section 5.2 of the Declaration of Covenants, Conditions and Restrictions for Lake James which was recorded on March 31, 2005 in O.R. Book 6143, page 94 of the Public Records of Polk County, Florida:  

5.2 (F) Recreational use of any type in the ditches, canals, lakes ponds or drainage ways is prohibited. Prohibited recreational use includes, but is not limited to, fishing, wading, boating or swimming.
4. **Amendment of Article V, Section 5.22.** Section 5.22 of Article V of the Declaration, as amended in the Fourth 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. Nothing herein shall eliminate any rights that are provided by Florida Statute to parcel owners that are governed by homeowner associations. 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.

5. **Amendment of Article V, Paragraph 5.23(B):** The Declarant hereby deletes Article V, Paragraph 5.23(B) which is contained in the Declaration of Covenants, Conditions and Restrictions for Lake James which was recorded on March 31, 2005 in O.R. Book 6143, page 94 of the Public Records of Polk County, Florida as amended in the Sixth Amendment to Declaration of Covenants Conditions and Restrictions for Lake James recorded on August 13, 2019 in O.R. Book 10939, Page 1581-1585 of the Public Records of Polk County, Florida and replaces Article V, Paragraph 5.23(B) with the following:

**"5.23(B):** No boats, boat or utility trailers, semi-tractor trailers, house trailers or any kind, campers, pop-ups or otherwise), mobile homes, motor homes, recreational vehicles, buses, truck campers, disabled vehicles, inoperative vehicles, unlicensed vehicles, or vehicles in disrepair or needing paint may be parked or kept in the Development unless kept fully enclosed inside a structure ("Restricted Vehicles"). For purposes of this paragraph only, an open carport shall not be deemed a structure. Campers, buses, motor homes, recreational vehicles, truck campers and the like are permitted to be parked in the Development for no more than twelve (12) hours at a time from 7 a.m. to 7 p.m. and no more than two days per week for loading and unloading purposes only and in no event shall any vehicle be parked in any street other than as allowed herein. It is prohibited to wash, repair or sleep in Restricted Vehicles at any time unless inside a structure. Vehicles that are not Restricted Vehicles may be parked in the driveway of a Living Unit but such practice is discouraged because of the resulting aesthetic diminution of the Development. Developer until it owns no Lots in the Development, and thereafter the Association, reserves the right to enact rules that would prohibit the parking of any vehicle in a Living Unit's driveway other than on a temporary basis. Motorcycles with appropriate noise arresting systems are allowed in the Development, however, such motorcycles may be driven only for purposes of ingress and egress from outside the Development directly to



the Living Unit and from the Living Unit to a location outside the Development. No work on any vehicle shall be permitted within the Development except in an enclosed structure. Restricted Vehicles as described herein shall not be parked on any street or lot, unless in an enclosed structure, between the hours of 7 p.m. and 7 a.m.

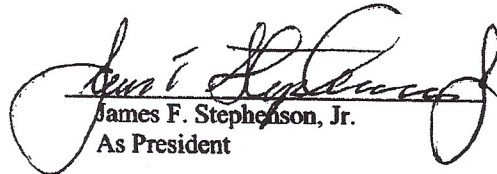
6. **Amendment of Article VI:** The Declarant hereby adds the following section to Article VI of the Declaration of Covenants, Conditions and Restrictions for Lake James which was recorded on March 31, 2005 in O.R. Book 6143, page 94 of the Public Records of Polk County, Florida:

6.3 (F) Nothing herein shall eliminate any rights that are provided by Florida Statute to parcel owners that are governed by homeowner associations.

7. **Ratification.** Except as amended herein by this seventh amendment, the Declaration, as amended, is hereby ratified and is in full force and effect.

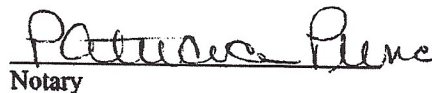
IN WITNESS WHEREOF, the undersigned has executed this instrument on the day first above written or typed.

STEPHENSON LAND CO.  
A Florida corporation

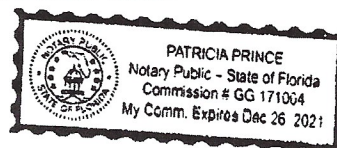
  
James F. Stephenson, Jr.  
As President

STATE OF FLORIDA  
COUNTY OF POLK

Subscribed and sworn to before me by means of (X) physical presence on ( ) online notarization, on this 27 of August, 2021, 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 FID as identification.

  
Notary

NOTARY SEAL



**EXHIBIT A**  
**LEGAL DESCRIPTION**

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

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

All of Lake James Phase Three as recorded in Plat Book 166, pages 7-8 of the Public Records of Polk County, Florida

All of Lake James Phase 4 as recorded in Plat Book 186, pages 24-26 of the Public Records of Polk County, Florida