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RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 129.00
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RETURN TO:
D. BRIAN KUEHNER, P.A.
4921 Southfork Drive, Ste. # 4
Lakeland, FL 33813
(863) 646-5728
07-2169

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ST. JAMES CROSSING HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by **ST. JAMES CROSSING DEVELOPMENT, LLC, a Florida Limited Liability Company,** (the Developer or Declarant), the Owner of all the right, title and interest, both legal and equitable, in and to certain lands more particularly described on the attached Exhibit "A" hereafter (the Property).

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the property.

NOW THEREOF, Declarant hereby declares that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, except as provided below.

ARTICLE I
DEFINITIONS

SECTION 1. "Association" shall mean and refer to **ST. JAMES CROSSING HOMEOWNERS ASSOCIATION, INC.,** its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner whether one or more persons or Entities, of a fee simple title to any lot which is a part of the properties including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

SECTION 3. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Common Areas" shall mean all real property owned by **ST. JAMES CROSSING HOMEOWNERS ASSOCIATION, INC.**, or easement rights

granted to the Association to be used and enjoyed equally by all lot owners, including that portion of the platted subdivision that is designated as a retention area for the purposes of holding storm and drainage water. The Association shall operate and maintain the surface water management system facilities, if any. The surface water management system facilities shall include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. The Association shall have an easement and/or license of entry over any lot for the purposes of maintenance of drainage easements, drainage retention areas, and/or surface water management facilities within the Subdivision. Common areas shall also mean street lighting and any other areas referred to as common areas on the plat.

SECTION 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

SECTION 6. "Maintenance" shall mean the exercise of reasonable care in keeping the common areas in an acceptable condition. The Association is responsible for operation and maintenance of the surface water management system facilities. Operation, maintenance, and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.

SECTION 7. "Declarant" shall mean and refer to all Owners, their successors and assigns if such successors or assigns should acquire more than a majority of the remaining undeveloped lots owned by the Declarant for the purpose of development.

SECTION 8. "Community" shall mean and refer to all the Lots, Common Areas, and Property governed by this Declaration.

SECTION 9. "The surface water management system facilities" shall include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

ARTICLE II
PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the common areas hereof which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(A) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common areas.

(B) The right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(C) 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 such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an Instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

SECTION 2. DECLARATION OF USE. Any owner may delegate, in accordance with the by-laws, his right of enjoyment to the common area and facilities to the members of his family, his tenant's or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership.

CLASS A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

CLASS B. The Class B members shall be the Declarant and shall be entitled to ten (10) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs later;

(A) When the total votes outstanding in the Class A membership equal the total votes outstanding the Class B membership or

(B) On December 31, 2015.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each lot owned within the properties, hereby covenants and each owner of any lot by acceptance of a Deed thereof, whether or not it

shall be so expressed in such Deed, is deemed to covenant and agrees to pay the Association: (1) initial assessment (2)annual assessments or charges (3) special assessment for capital improvements (4) lake lot assessments, if applicable: all such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessments fell due.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the properties and for the improvements and maintenance of the common areas, including but not limited to the operation and maintenance of the surface water management system. The assessment shall also be used to maintain the landscaping and other improvements on the boulevards, entrances, medians and other dedicated areas within the properties. The assessment shall also be used to maintain street lights, roads, directional signs, informational signs identifying the subdivision, sign lighting and utilities within the properties, if necessary.

SECTION 3. INITIAL ASSESSMENT. In addition to annual and special assessments, the Association shall charge and collect an initial one time capital contribution from each original Buyer in the amount of $150.00 per Dwelling for all initial transfers of title from the Declarant or the Builder. Said contribution shall be due and collectable at the time of transfer of record title to a Lot.

SECTION 4. MAXIMUM ANNUAL ASSESSMENTS AND DECLARANTS OBLIGATION TO PAY ASSESSMENTS.

(A) The first maximum annual assessment against owners other than Declarant shall be two hundred and seventy-five and 00/100 **($275.00) Dollars** per lot, Declarant shall not be responsible to pay any assessment for lots owned by Declarant until seventy-five (75%) of the lots have been conveyed by Declarant to third parties. On January 1 of the year immediately following the conveyance of seventy-five (75%) of the lots by Declarant, Declarant shall commence paying an annual assessment for each lot then owned by Declarant; however, said assessment shall only Commence when a home has been constructed on each lot, and the certificate of occupancy has been issued by the Municipality governing same. Prior to the time that Declarant is obligated to pay an annual assessment, the total expenses of the Association incurred for the purposes set forth herein shall be paid from the annual assessments received by the Association from owners other than Declarant.

(B) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than fifteen (15%) percent above the maximum assessment for the previous year without a vote of the membership.

(C) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above fifteen (15%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(D) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 5. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only 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 areas including fixtures and personal property related thereto, if any, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 6. NOTICE AND QUORUM FOR-ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all votes of each class of membership shall constitute a quorum.

SECTION 7. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

SECTION 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the assessment shall be sent to every owner subject thereto. The Association shall, upon demand 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.

SECTION 9. EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATON. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of twelve (12%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay

the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

SECTION 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure of any proceeding in lieu thereof, shall extinguish the lien of such sale of transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
ARCHITECTURAL CONTROL

Except for a residence, building, wall or other structure erected upon the property by Developer or any other entity specifically excluded from the provisions contained in this paragraph, no residence, building, wall or other structure shall be erected upon the properties, nor shall any exterior addition to, change, or alteration other than repairs to restore the exterior of the property to its original appearance therein be made until the plans and specification showing the nature, kind, shape, height and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. All new construction must be fully completed within 180 days from the date of commencement of construction. Developer, or any other entity specifically designated by Developer, shall be exempt from the provisions contained in this paragraph.

ARTICLE VI
USE RESTRICTIONS

SECTION 1. VIOLATION. If any person claiming by, through or under Declarant, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violations. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or person violating these restrictions the costs incurred by such prevailing party including reasonable attorneys fees. Invalidation of any of these

covenants by Judgment of Court Order shall in no wise affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

SECTION 2. RESIDENTIAL LOTS. All lots included within the real estate to which these Restrictions pertain shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of the said lots, other than one single family dwelling unit not to exceed thirty-five (35) feet in height. The limitation of two stories shall not be construed to prohibit a tri-level dwelling house, but any two story, split level or tri-level dwelling house shall have an enclosed inside living area of not less than the minimum square footage hereafter set forth. All dwelling houses shall have a minimum of a two-car garage. No carport shall be allowed. These Restrictions preclude and prohibit the construction of basements under any dwelling. With the approval of the Developer, the garage may be enclosed to accommodate a sales model office. Should Developer sell the model with enclosed garage area, the enclosed garage area does not have to be converted back to a garage and does not have to have a moveable overhead garage door.

No garage shall be erected on any lot in said subdivision prior to the construction of a dwelling. If a garage is built simultaneously with, or subsequent to the construction of the dwelling, it shall conform architecturally with the dwelling and shall be constructed of the same materials. All garages shall have movable overhead doors.

The minimum square footage of living area shall not be less than one thousand (1000) square feet of living area. All square footage shall be measured by outside dimensions exclusive of garage, screened or unscreened porches and covered walkways, breezeways and approaches. All construction shall be of new materials.

SECTION 3. No building shall be located upon any residential building lot which is not in compliance with the setback requirements approved for the property by the appropriate jurisdiction.

SECTION 4. NO OFFENSIVE ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which constitutes a public nuisance.

SECTION 5. NO TEMPORARY STRUCTURES. Unless otherwise specifically allowed or permitted under these covenants, no out-building (other than a utility shed), trailer, basement, tent, shack, garage, barn, tool house, or other outbuilding shall at any time be placed temporarily or permanently upon the property. A doghouse shall be permitted in the back yard as long as the back yard is enclosed by a six (6) foot privacy fence. A utility shed will be permitted as long as said utility shed is no higher than eight (8) feet in height, said utility shed is architecturally complimentary to the dwelling house, and said utility shed is located in the back yard and the back yard is enclosed by a six (6) foot privacy fence.

SECTION 6. FENCES. All fences shall not exceed six (6) feet in height across the rear lot line and the side lot lines running from the rear of the property line and no further than to incorporate a side entry garage door. All fences to be erected from the street back to connect to the six (6) foot rear fence shall not exceed three (3) feet in height.

SECTION 7. AERIALS: ANTENNAS. Exterior radio aerials, television or cable antennas shall not be attached to the front or side of any dwelling house, but, if used, shall be located at the rear thereof. Additionally, no aerials, television or cable antennas shall be extended to a height of more than fifteen (15) feet above the roof ridgeline to which the aerials, cable or antenna is constructed.

No satellite antenna (commonly referred to as discs or dishes) shall be erected or located upon the property in any location unless completely surrounded by fence or hedge. A small satellite antenna, if approved by the Architectural Control Committee prior to installation, shall be erected on the rear of the property, above the roofline.

SECTION 8. EASEMENTS. The Declarant, for itself and its successors and assigns, hereby reserves and is given a Perpetual, alienable and releasable easement, privilege and right on, over and under (1) the common areas (2) all easements of record shown on the plat of **ST. JAMES CROSSING** recorded in the Public Records of Polk County.

(A) The Declarant shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and right referred to in this section so long as the Declarant shall own at least one (1) lot within the property. The owners of the lot subject to the privileges, rights, and easements referred to in this section shall acquire no right, title or interest in or to any pipes, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements and the sole and the exclusive property of the Declarant and its successors and assigns.

SECTION 9. VEHICLES & PARKING. All motor vehicles located on any Lot shall carry a current year's license tag registration and be in operating condition. Repairs, lubes, oil changes, and any other types of maintenance on vehicles shall be limited to inside the garage. No house-trailers, mobile homes, class A or class C motor homes shall be parked on any Lot at any time. Additionally, there shall be no parking of any trucks of any nature, including vans and/or campers upon the rights-of-way of the platted roadways within or outside of and adjacent to the subdivision. Further, there shall be no parking of any trucks or commercial vehicle in excess of 5,000 lbs. upon a Lot. Vehicles must be parked only on the concrete driveway. No vehicles may be stored upon any Lot other than boats, boat trailers and campers, which must be stored either in the garage or in the back yard within a six (6) foot privacy fence. All motor vehicles, cycles and other engine-run apparatus located and/or run within the subdivision by a Lot Owner, their guests, and/or invitees, will carry legal sound control

devices as prescribed by the manufacturer, and must be parked only on the concrete driveway.

SECTION 10. PETS. No livestock, poultry or other farm animals of any kind shall be raised, bred or kept on any lot. Dogs, cats and other household pets may be kept on a lot provided that they are not raised, kept, bred or maintained for any commercial purpose and that proper restraint and control by use of a leash and/or a secure enclosure are used in the keeping of them.

SECTION 11. RESTRICTION WAIVER. In the event that a violation of any of these restrictions shall inadvertently occur which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Board of Directors of the Homeowners Association shall have the right and authority to waive such a violation.

SECTION 12. TRASH. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition.

SECTION 13. SIGNS. No sign of any kind may be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Declarant to advertise the property during the initial construction and sales period.

SECTION 14. COMMON AREAS. No improvements shall be constructed upon any portion of the common areas without the approval of the Board of Directors of the Homeowners Association. These areas shall be maintained by the Association as open recreational areas and roadways as provided in the plats of the property for the use and benefit of all lot owners. Common areas are not for the use of dogs, cats, or other household pets.

(A) No activities constituting a nuisance shall be conducted upon common areas.

(B) No rubbish, trash, garbage, or other discarded items shall be placed or allowed to remain upon common areas.

(C) The Association may from time to time adopt reasonable rules and regulations concerning the use of the common area, which shall be binding upon all members of the Association.

(D) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the property owned by the Association. The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the common areas. Said insurance policies shall be in the name of the Association for the benefit of the

Association members and owners of record and such other parties as the Association subject to such conditions and with such provisions as the officers or Board of Directors Declaration. The Board of Directors may obtain such other type of Insurance as they deem advisable.

(E) At all times hereafter, all capital improvements to the common areas, except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the common areas, shall require the approval of two-thirds (2/3) of the votes entitled to be cast.

(F) The use of all common areas by owners, invited guests and others, do so at their own risks. Such common areas may be inhabited from time to time by wildlife such as, but not limited to snakes, alligators, ducks, etc. Neither the Declarant nor The Association assumes any notice responsibility, for the presence of such wildlife.

SECTION 15. PROPERTY MAINTENANCE. In the event an owner of any lot shall fail to maintain the premises and improvements situated thereon which is not in accordance with the covenants, conditions and restrictions outlined herein, including landscaping, grass and shrubbery, the owner shall be notified and given ten (10) days in which to correct or abate the situation. If the owner fails to do so, the Homeowners Association shall have the right (although it shall not be required to do so) to enter upon said lot for the purpose for repairing, maintaining and restoring the lot and the exterior of the buildings and other improvements located thereupon at the sole cost of the owner of said lot. The cost of such repair, maintenance and restoration shall thereupon constitute a lien upon said lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of said lien shall be in accordance with the Mechanics Lien Law of the State of Florida, and the owner of said lot shall, by virtue of having acquired said lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to any first mortgage lien.

SECTION 16. UTILITIES. The City of Winter Haven, or its successors, has the sole and exclusive right to provide all potable water and central sewer service to the property described herein. No well of any kind shall be dug or drilled on any one of the lots or tracts to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained from the City of Winter Haven, or its successors or assigns. All sewage from any building must be disposed of through the properly permitted sewer system. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the sewer system. The City of Winter Haven has a non-exclusive perpetual easement and right in and to, and over and under property as described in this Declaration and the plat of the property for the purpose of installation and/or repair of the central water facilities.

SECTION 18. SWIMMING POOLS. No above ground swimming pool shall be permitted on any lot.

ARTICLE VII
COMPLIANCE WITH SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT SURFACE DRAINAGE REQUIREMENTS INCLUDING RESTRICTIONS, ENFORCEMENT RIGHTS, AND ASSESSMENT FOR MONITORING AND MAINTENANCE

SECTION 1. It shall be the responsibility of each owner in the subdivision, at the time of construction of a building, residence or other structure, to comply with the construction plans approved and on file with the Southwest Florida Water Management District as part of the surface water management system for development of the Subdivision.

SECTION 2. No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s) described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District in Bartow Regulation Department.

SECTION 3. No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavations; 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 facilities. If the project includes a wetland mitigation area, as defined by the Southwest Florida Water Management District, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed, or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the district.

SECTION 4. The Southwest Florida Management District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities.

SECTION 5. If the subdivision has on site wetland mitigation which requires ongoing monitoring and maintenance in accordance with the rules and regulations of the Southwest Florida Water Management District, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation

area(s) each year until the Southwest Florida Water Management District determines that the area(s) is successful in accordance with the environmental Resource Permit.

SECTION 6. If the Association ceases to exist, all of the Owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity acceptable to the Southwest Florida Water Management District assumes responsibility for the operation and maintenance for the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit.

SECTION 7. The surface water management system facilities are located on land that is designated common property on the plat, are located on land that is owned by the association, or are located on land that is subject to an easement in favor of the association and its successors.

ARTICLE VIII
GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. SEVERABILITY. Invalidation of any of these covenants or restrictions by Judgment or Court Order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by two-thirds (2/3) of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Notwithstanding the above, the Declarant reserves the exclusive right to modify, repeal or amend this Declaration, in Declarant's sole discretion, for a period of three (3) years from the date this Declaration is recorded, and such amendment can be effected without the approval of any other Lot Owner. Any amendment that would affect the surface water management system, including the water management portions of the common area, must have the prior approval of the Southwest Florida Water Management District or its successor agency. Any Amendment must be recorded.

SECTION 4. ADDITIONAL PHASES. Declarant anticipates and may accomplish platting and developing additional lots under other phases of **ST. JAMES CROSSING**, or properties adjacent to **ST. JAMES CROSSING**, and therefore, Owners, their heirs, personal representatives and assigns retain and reserve the right to amend this Declaration of Covenants, Conditions and Restrictions together with, but not limited to the Articles of Association of **ST. JAMES CROSSING HOMEOWNERS ASSOCIATION, INC.** a Florida Non-profit corporation, and its by-laws, without notice and without the authorization or consent of any lot owner, for the purpose of incorporating additional phases to the **ST. JAMES CROSSING** Subdivision as such additional phases are developed. Upon recordation by Declarant, its successors or assigns, of notice that additional lands have been included as additional phases of **ST. JAMES CROSSING**, the Lot Owners in the additional phases shall automatically become members of the **ST. JAMES CROSSING HOMEOWNERS ASSOCIATION, INC.**

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seal this 7 day of July, 2008.

Signed, sealed and delivered in the presence of:

ST. JAMES CROSSING
DEVELOPMENT, LLC
a Florida Limited Liability Company

Lisa Ponsonby
WITNESS
PRINT NAME: Lisa Ponsonby

By: Highland Cassidy, LLC,
A Managing Member

By: Highland Equities, Inc.,
A Managing Member

Katie Campbell
WITNESS
PRINT NAME: Katie Campbell

By: _____
Robert J. Adams, President

STATE OF FLORIDA
COUNTY OF POLK

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT J. ADAMS, as President of Highland Equities, Inc., a managing member of Highland Cassidy, LLC, a managing member of St. James Crossing Development, LLC, who is personally known to me and did not take an oath.

Lisa Ponsonby
NOTARY PUBLIC

LISA PONSONBY
MY COMMISSION # DD 424580
EXPIRES: May 2, 2009
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

Lots 1 through 150, St. James Crossing as recorded in Polk County, Florida in the public records of PB 149, Pages 44 through 45.

THIS DOCUMENT PREPARED BY:

KATIE CAMPBELL
HIGHLAND CASSIDY, LLC
3020 S. FLORIDA AVE. 101
LAKELAND, FL 33803