

**SECOND AMENDED AND RESTATED
JAMES COURT
PROPERTY OWNERS ASSOCIATION, INC.
HOMEOWNER DOCUMENTS**

November 2014

**SECOND AMENDED AND RESTATED DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS FOR JAMES COURT**

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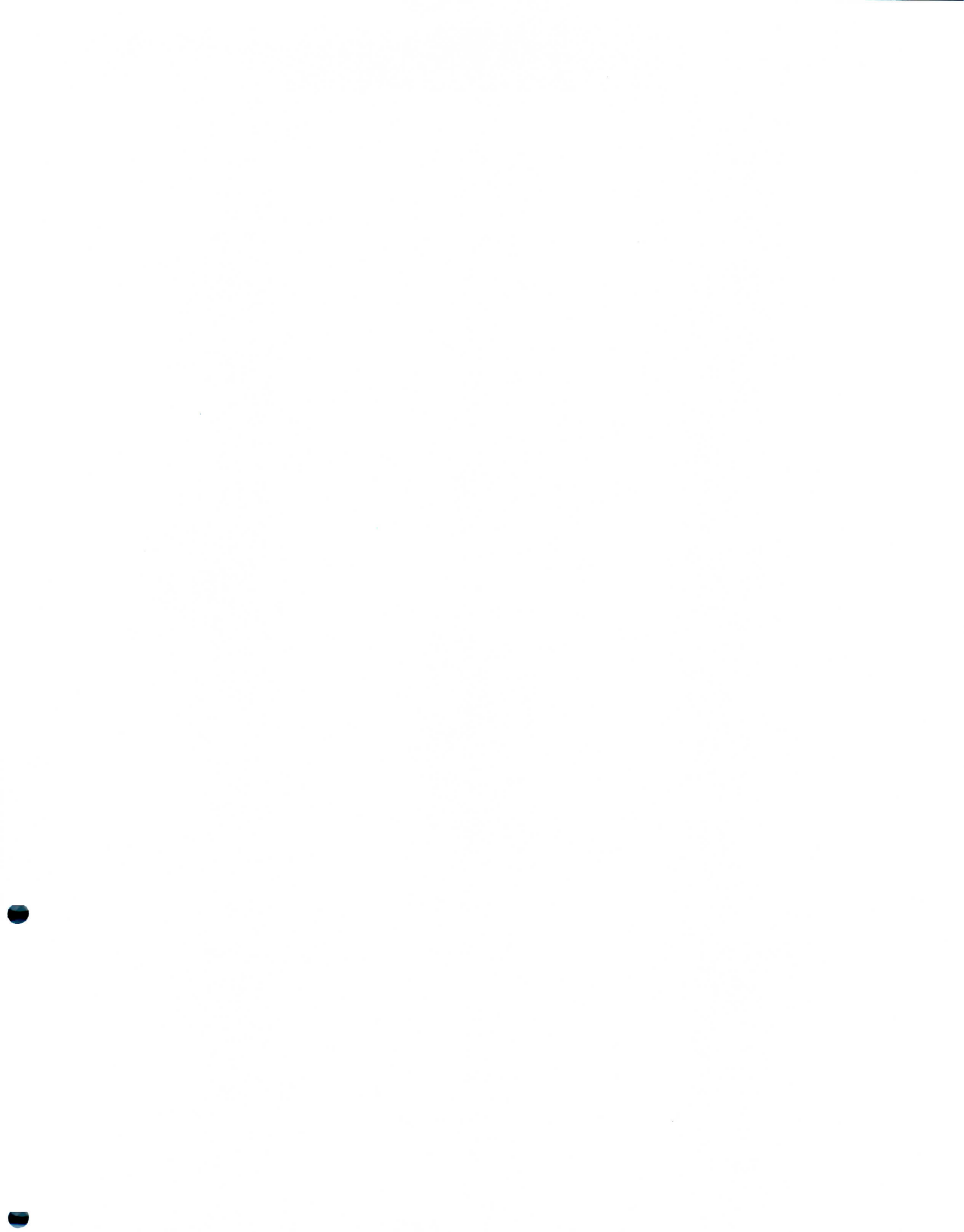
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**CERTIFICATE OF AMENDMENT TO THE
 AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND
 PROTECTIVE COVENANTS FOR JAMES COURT**

We hereby certify that the Second Amended and Restated Declaration of Restrictions and Protective Covenants for James Court attached as Exhibit "1" to this Certificate was duly adopted and approved by the members at a duly noticed meeting of the members in accordance with the Amended and Restated Declaration of Restrictions and Protective Covenants for James Court. The Amended and Restated Declaration of Restrictions and Protective Covenants for James Court is recorded in Official Records Book 21136, Page 1545 of the Public Records of Palm Beach County, Florida.

DATED this 18 day of November, 2014.

As to witnesses:
Deborah S. Kane
 Deborah S. Kane
Beth M. Kramer
 Witness: Beth M. Kramer
Deborah S. Kane
 Deborah S. Kane
Beth M. Kramer
 Witness: Beth M. Kramer

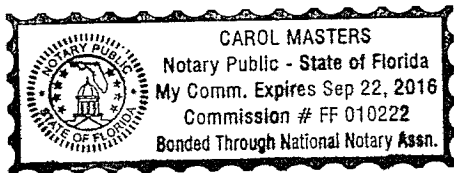
JAMES COURT PROPERTY OWNERS' ASSOCIATION, INC.

By: Shirley A. Schwartz
 Shirley A. Schwartz, President

By: Melvin A. Viner
 Melvin A. Viner, Secretary

STATE OF FLORIDA)
 COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me on Nov. 18, 2014, by Shirley A. Schwartz, as President and Melvin A. Viner as Secretary of the James Court Property Owners' Association, Inc., who both executed same on behalf of the corporation. They are personally known to me or have produced _____ and _____ as identification.



(SEAL)

Carol Masters
 NOTARY PUBLIC, State of Florida
CAROL MASTERS
 Print Name
 My Commission Expires: Sep 22, 2016

Exhibit "1"

SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR JAMES COURT

THIS SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR JAMES COURT is made this 18th day of November, 2014, by James Court Property Owners' Association, Inc., a Florida Not For Profit Corporation, which declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth below.

ARTICLE I DEFINITIONS

The following words when used in this Declaration (unless the context shall otherwise prohibit the same) shall have the following meanings:

(a) "Association" shall mean and refer to JAMES COURT PROPERTY OWNERS' ASSOCIATION, INC., a Florida Not for Profit Corporation. Said Association shall operate in accordance with the laws of the state of Florida as amended from time to time.

(b) "The Properties" shall mean and refer to all such properties as are subject to this Declaration under the provisions of Article II hereof.

(c) "Common Areas" shall mean and refer to the real property tracts deeded to the Association or dedicated to the Association on the face of any plat, or otherwise identified on Exhibit B attached hereto as Common Areas, together with any improvement on such tracts including without limitation all structures, recreational facilities, off-street parking areas, private streets, sidewalks, street lights and entrance features, but excluding any public utility installations thereon.

(d) "Lot" shall mean and refer to any lot shown on any plat or replat of The Properties or any portion thereof.

(e) "Owner" or "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, and as further defined herein:

1. Ownership by Entity. Where title to any Lot is held by an entity or entities, such as a partnership, corporation or Trust(s), said entity or entities shall designate in writing to the Association a person to be considered as the Member for voting purposes and for eligibility to serve on the Board of Directors.

In the absence of any such designation, the principal of an entity other than a Trust shall be considered the Member for voting and Board eligibility purposes. In the case of Trust or Trusts without such designation, a Trustee shall be considered the Member for voting and Board eligibility purposes.

2. Spouses of Record Owners. Where title to any Lot is held by a married person, the spouse residing in the home on the Lot with the title holder shall be deemed and considered a Member for voting and Board eligibility purposes, and shall have all other rights incident to Membership under the Declaration and governing documents of James Court. This provision notwithstanding, there shall be only one (1) vote per Lot on all matters that may require a vote by the Members.

(f) "Master Association" shall mean and refer to WYCLIFFE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation.

(g) "Master Declaration" shall mean and refer to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Wycliffe Golf & Country Club, recorded in the public records of Palm Beach County, Florida, as amended from time to time.

(h) Wherever in this Declaration, the Articles of Incorporation or the Bylaws, the masculine or feminine gender is used, it does and shall be deemed to refer to both the masculine and feminine in all instances.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

ARTICLE III JAMES COURT PROPERTY OWNERS' ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, as specifically defined by and set forth in the Article I(e) of the Declaration, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have one (1) class of voting membership:

The members shall be all those persons or entities as defined in Section 1. The members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised by one such member as specified in the Articles of Incorporation of the Association but in no event shall more than one vote be cast with respect to any such Lot.

Section 3. Termination of the Association. In the event the Association is terminated, shall no longer continue to exist, or is unable to perform its functions hereunder, the Master Association will have the right to maintain all Common Areas and is hereby authorized to assess Owners for the costs of such maintenance. In the event of dissolution of the Association and the inability of the Master Association to assume responsibility for the maintenance of the Common Areas, any Owner may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, The Properties, and Common Areas.

Section 4. Common Areas.

A. Ownership. Fee simple title to the Common Areas shall be vested in and held by the Association, subject to taxes and restrictions, limitations, conditions, reservations and easements of record.

B. Maintenance. Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas and any improvements and any personal property thereon accruing from and after the date these covenants are recorded. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas, including, but not limited to all recreational facilities, signage, landscaping, paving, drainage structures, street lighting fixtures and appurtenances, sidewalks, television and radio antennae and cables for common use, and other structures, except public utilities, all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article IV hereof. Such assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the

Association shall be at the sole expense of the Member and shall be levied as a special assessment and collected in the manner of an assessment solely against the Lot owned by such Member. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

C. Street Lighting. The Association shall have the obligation for maintenance of any street lighting facilities, other than Florida Power & Light lighting within the community, from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first.

Section 5. Lot Maintenance.

A. Exterior Maintenance. Each Owner shall be responsible for maintaining his or her Lot, including the lawn, landscaping, sprinkler systems and any property, structures, improvements, fences and appurtenances on the Lot in first class, good, safe, neat, clean, and attractive condition consistent with the general appearance of the Lots within James Court and as otherwise required by this Declaration, the rules and regulations of the Association, the Architectural Planning Criteria of the Association and the Declaration for the Master Association, except that the Association will maintain, repair and replace each Lot mailbox and the royal palm trees located in the road right of way of each Lot, as necessary. Owners of Lots abutting lakes or canals shall maintain the area up to the water's edge between the Owner's Lot lines extended. Owners of Lots fronting on any roadway within The Properties shall maintain driveways serving their Lot and shall maintain and irrigate landscaping on that portion of the area, if any, or right-of-way between the Lot boundary and the nearest pavement edge of the roadway. The Association may, but shall not be obligated to, provide upon any Lot requiring same, when necessary in the reasonable opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the neighborhood or if an Owner is in violation of the terms hereof, maintenance including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces and yard cleanup and/or maintenance, which shall not be deemed a trespass upon the Lot. Prior to providing such maintenance, the Board of Directors shall provide reasonable written notice to the Owner and an opportunity to correct the deficiency as provided by Section 5(D) of Article III hereinbelow.

B. Standard of Maintenance. All lawns shall be neatly edged and all landscaping material shall be Florida Grade 1 or better as outlined by the Florida Department of Agriculture and maintained in good and living condition at all times. Good and Living Condition for the purpose of landscaping shall mean the proper irrigation, fertilizing, grooming and trimming thereof, and replacement of dead, diseased and/or missing landscaping material of the same species, height, width, and quality as the remaining landscaping material on the applicable Lot. All exterior building surfaces, roofs, driveways, and fences shall be maintained

free of unsightly growths, painted, repaired, and pressure treated on a regular basis as to remain harmonious with the general appearance of the Lots in James Court.

C. Assessment of Cost. The cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Lot(s) and the personal obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 7 of Article IV hereinbelow.

D. Access. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall provide reasonable written notice to the Owner and an opportunity to correct the deficiency within 15 days of the notice; provided however that such notice is not required in the event of an emergency. If the deficiency is not remedied within 15 days of the notice, the Association shall have the right, without further notice to the Owner, to enter upon any Lot(s) or the exterior of any improvements thereon at reasonable hours on any day except Saturday and Sunday to perform such maintenance.

Section 6. Architectural Control.

A. Necessity of Architectural Review and Approval. No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, driveway, sidewalk, tennis court, mailbox, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, lighting or other improvement shall be commenced, erected, placed or maintained upon any Lot nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing, by the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with this Declaration, the rules and regulations of the Association, the rules and regulations of the Master Association, and the Architectural Planning Criteria of the Association, a copy of which is attached hereto as Exhibit C, as the same may from time to time be amended. It shall be the burden of each Owner to supply completed plans and specifications to the Association or Architectural Review Committee (the "ARC") thereof and no plan or specification shall be deemed approved unless a written approval is granted by the Association

or ARC and by the Master Association to the Owner submitting same. Any change or modification to approved plans shall not be deemed approved unless a submittal and written approval thereof is granted. Provided, however, the review and approval rights as contained herein are intended to control aesthetics and the maintenance of the community standards, not to insure compliance with any contract, Code, ordinance, rule, regulation or law. Each Owner expressly acknowledges that the Association and ARC shall incur no liability, express or implied, with respect to conformance with any contract, Code, ordinance, rule, regulation or law.

B. Architectural Review Committee. The Board of Directors for the Association shall have the authority to administer and perform the architectural review and control functions of the Association. As the Board deems in the best interest of the Association, it may, but is not required to appoint an Architectural Review Committee ("ARC"), to administer and perform the architectural review and control functions of the Association, which shall be an advisory committee to the Association, consisting of three (3) members who need be members of the Association and all of whom may also be members of the Board of Directors. Members of the ARC shall be appointed by, and shall serve at the pleasure of the Board of Directors of the Association, subject to all of the requirements of this Declaration and the Master Declaration. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors.

C. Powers and Duties of the Association or ARC. The Association through its Board of Directors or ARC as may be appointed by the Board of Directors, shall have the following power and duties:

(1) To recommend, from time to time, to the Board of Directors of the Association, modification and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed at which a quorum is present and voting. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness of validity of such change or modification.

(2) To require submission to the Association or ARC of two (2) complete sets of all plans and specifications, actual roof tile sample (no slurry tile

permitted), and a complete color palette, for any improvement or structure of any kind which results in any material change, including without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, lighting or other improvement, the construction or placement of which is proposed upon any Lot in The Properties, signed by the Owner of the Lot and contract vendee, if any. The Association or ARC may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration, the Master Declaration, the rules and regulations of the Association, and the Architectural Planning Criteria.

(3) To approve or reasonably disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, mailbox, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in The Properties and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions shall be in writing by the Board of Directors of the Association, and evidence thereof may, but need not be, made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the Association or ARC shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review or reconsideration thereof. The Board of Directors shall review the request and render a written determination to the aggrieved party within thirty (30) days of receipt of said request; provided however that if an ARC is appointed, any Board member serving on the ARC shall refrain from voting on the aggrieved party's request for review. The determination of the Board upon reviewing or reconsidering any such decision shall in all events be dispositive.

(4) To adopt a schedule of reasonable fees for processing requests for Association or ARC approval of proposed improvements. Such fees, if any, shall be payable to the Association at the time that plans and specifications are submitted to the Association or ARC.

(5) The Architectural Planning Criteria is intended as a guideline to which adherence shall be required by each Owner in The Properties; provided, however, the Association or ARC shall have the express authority to waive any requirement set forth in the Architectural Planning Criteria if, in its opinion, it deems such waiver is in the best interests of the community and the deviation requested is compatible with the character of The Properties. A waiver shall be evidenced by an instrument signed and executed by the President and Secretary of the Association.

(6) Approval by the Association or ARC shall not constitute approval of the safety or structural soundness of the proposed construction of the improvement or that same complies with applicable building codes and/or other governmental regulations. Neither the directors or officers of the Association, the members of the ARC nor any person acting on behalf of any of them shall be liable for any costs or damages incurred by any Owner or any other party whatsoever, due to any mistake in judgment, failure to point out deficiencies in plans, negligence or any other act or omission of the Association or ARC in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any Lot expressly agrees, as do their successors and assigns by acquiring title to the Lot or an interest in it or by assuming possession of it, that they shall not bring any action or suit against the directors or officers of the Association, the members of the ARC or their respective agents, in order to recover any damage caused by the actions of the ARC or the Association with respect to any request submitted under this Article. The Association shall indemnify, defend and hold harmless the ARC and each of its members from all costs, expenses and liabilities, including attorneys' fees, of all nature arising out of or relating to the acts of the ARC or its members. Neither the directors or officers of the Association, the members of the ARC, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans and specifications, nor for any defects in any improvements constructed pursuant to those plans and specifications. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency of them and for the quality of construction performed pursuant to them. Notwithstanding any provision to the contrary in this Declaration, each Owner shall indemnify and hold harmless the Association, its directors and officers, members of the ARC, and their respective agents or representatives from and against any damages, costs and fees incurred in connection with or relating to any approval or disapproval of plans and/or requests submitted under this Article.

ARTICLE IV ASSOCIATION COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments for general expenses of the Association provided for in this Declaration, and special assessments as provided in Section 4 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Except as otherwise provided, all

assessments shall be equally assessed against all Lots within The Properties. The Association's continuing lien is effective from and shall relate back to the date on which the original Declaration of Restrictions and Protective Covenants for James Court was recorded in the Public Records of Palm Beach County.

Section 2. Purpose of Assessments. The annual assessments levied by the Association shall be used exclusively for the general expenses of the Association as defined herein, and for reserves for capital improvements as the same may be approved by the Owners from time to time. General expenses are any and all charges for the administration, maintenance, repair or replacement of the Common Areas and other amounts necessary or appropriate in the determination of the Board of Directors for the performance of the obligations of the Association pursuant to this Declaration, including, without limitation, reasonable reserves deemed necessary by the Board of Directors for repair, replacement or addition to the Common Areas and the operation of the Association and the performance by it of its obligations under this Declaration and any other documents or agreements to which it is a party or is otherwise bound by. By a majority vote of the Board of Directors, the Board shall adopt an annual budget for the subsequent fiscal year which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration are met. Except for the initial budget, the Association's budget shall be adopted by the Board of Directors not less than sixty (60) days prior to the fiscal year in which the same is to be operative. Should the Board of Directors fail to adopt a budget as aforesaid, Members shall continue to pay assessments based on the prior year's budget, until the new budget has been adopted by the Board of Directors. The budget in effect for the immediately preceding year shall continue for the current year, provided, however, that upon the adoption of a new budget the same shall be deemed retroactive to the beginning of the then current budget year and each Owner shall pay the increase, if any, in the annual assessment from the beginning of such year at the time the next assessment payment is due. The annual assessment to be levied for the coming year against each portion of The Properties subject to assessment shall be computed by dividing the budgeted general expenses and reserves for capital improvements, if any, by the total number of Lots subject to assessment.

Section 3. Date of Commencement of Annual Assessments: Due Dates. The annual assessments shall commence on the first day of the month next following the recordation of this Declaration. Thereafter, the Board of Directors shall fix the date of commencement and amount of the assessment against each Lot at least thirty (30) days in advance of the commencement period. The annual assessments shall be payable in advance in monthly installments, or as otherwise determined by the Board of Directors of the Association.

The amount of the annual assessment may be changed, at any time, by said Board from that originally adopted or that which is adopted in the future. The assessment shall be for the fiscal year of the Association, which shall be the

calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

Section 4. Special Assessments. Except as otherwise expressly prohibited by law, a special assessment may be levied against one or more Lots for the following:

A. charges for expenses of the Association which are not general expenses but which are attributable to a specific unit or units and which are designated as a special charge;

B. reimbursement for damages caused by a Lot Owner or Owners, their family members, guests, invitees or tenants. Damages shall be considered and deemed to include as actual costs and expenses, including reasonable attorney's fees, incurred by the Association;

C. late charges, user fees, fines and penalties; and,

D. any other charge which is not a general expense.

In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of paying non-budgeted expenses or defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall not exceed the sum of \$500 per Lot in the aggregate per calendar year and shall have the assent of a majority of the members of the Board of Directors of the Association. This provision notwithstanding, the maximum sum that may be specially assessed under this paragraph may be increased upon the vote of a majority of the total votes of the Owners in any assessment year.

Notwithstanding any provision to the contrary in this Declaration, the Association upon the approval of the Board of Directors may levy emergency assessments against the Lots in response to bona fide emergencies.

Section 5. Roster, Notice, Certificate. A roster of the Lots and assessments applicable thereto shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association or its designated agent or representative shall, upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such

assessment has been paid as to the Lot owned by the Owner making request therefor. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid, except as to the Owner. The Association may charge a fee for the preparation of this certificate in such an amount as established by the Board of Directors from time to time.

Section 6. Collection of Assessment; Effect of Non-Payment of Assessment: the Personal Obligation of the Owner; the Lien; Remedies of the Association. If the assessments are not paid when due, then such assessments shall become delinquent and the Association shall impose a late charge together with interest at the highest rate allowed by law thereon and the cost of collection thereof as hereinafter provided, including reasonable attorney's fees, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments, interest, late charges, and costs of collection with respect to such Lot. In any voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, interest, late charges, and costs of collection made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from grantor the amounts paid by the grantee therefor.

If the assessment is not paid within ten (10) days after the due date, the Association may impose a late charge in an amount set by the Board of Directors from time to time, which shall not exceed the maximum amount allowed by law and interest at the highest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the Lot on which the assessment is unpaid, or may foreclose the lien against the property on which the assessment is unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorney's fees in connection with any appeal of any such action. It shall be the legal duty and responsibility of the Association to enforce payment of the James Court assessments hereunder. James Court shall comply with the provisions of the Master Association documents regarding the collection and distribution of assessments from owners required to be paid pursuant to the terms thereof. The Board of Directors may, however, at the written request of an Owner, compromise any claims or waive any late charges, interest, or costs of collection of the James Court assessments, if it believes that doing so will be in the best interest of the Association.

Section 7. Subordination of the Lien to Mortgage. A Lot Owner, regardless of how his/her title to property has been acquired, including by purchase at a foreclosure sale or a deed in lieu of foreclosure, is liable for all assessments that come due while he/she is the Lot Owner. A Lot Owner, other than an institutional first mortgagee, is also jointly and severally liable with the prior Lot Owner for all unpaid assessments that came due up to the time of transfer of title. The lien of any assessment provided for in this Article IV shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional first mortgagee is defined as a state or federal bank or savings and loan association, an insurance company, trust company, savings bank, credit union, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, the United States Veterans' Administration, United States Federal Housing Administration or lender generally recognized in the community as an institutional first mortgage lender. Any assignee of a mortgage originated by an institutional first mortgage lender shall be deemed an institutional lender first mortgagee for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and any similar institutions created in the future shall be deemed institutional lenders, regardless of where any mortgage held by any of them originated. An institutional first mortgagee's liability for assessments and other charges which came due prior to the transfer of title shall be as set forth in Florida Statutes, Section 720.3085, as amended from time to time. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired, title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 7 shall be deemed to be an assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place. The Association's assessments are superior in priority to second and third mortgages regardless of whether the Association has recorded a lien prior to the second or third mortgage being recorded. If a second or third mortgage holder files a foreclosure action, the second or third mortgage holder or any other person or party who buys the Lot at the foreclosure sale is responsible for all unpaid assessments, interest, late charges, reasonable attorney's fees and costs of collection.

ARTICLE V EASEMENTS

Section 1. Members' Easements. Each Member of the Association and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways from time to time laid out on the Common Areas,

for use in common with all such Members, their tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for walkways shall be for the common use and enjoyment of the Members of the Association and each Member shall have such portions of such tracts and for the use of same in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

A. The right of the Association to grant such additional utility, maintenance and other easements, or relocate any existing easements, for the proper operation and maintenance of The Properties.

B. The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with any restrictions on the various plats of The Properties from time to time recorded.

C. The right of the Association to suspend the voting rights of an Owner and to suspend the right to use the Common Area facilities and services, by an Owner, his tenants, guests, or invitees, for any period during which any assessment against his Lot remains unpaid; and for any infraction of its lawfully adopted and published rules and regulations, including the right of the Association to request that the Master Association limit ingress and egress through the resident entry lane by disabling a transponder.

D. The right of the Association and the Master Association to (i) adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon and (ii) conduct such activities as may be required by the Association or the Master Association.

The right of an Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, subject to regulations from time to time adopted by the Association in its lawfully adopted and published rules, and regulations.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Utility Easements. Public utilities may be installed underground in the Common Areas when necessary for the service of The Properties, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 5. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement shall encroach upon any portion of the Common Areas or upon an easement by reason of original construction or by the non-purposeful or non-negligent act of any owner of such building or improvement, then an easement for such encroachment shall exist so long as the encroachment exists.

Section 6. Additional Easements. The Association shall have the right to grant such additional electric, sewer, water, telephone, gas, sprinkler, irrigation, cable television, maintenance or other easements, and to relocate any existing easement in any portion of The Properties and to grant access easements and to relocate any existing access easements in any portion of The Properties as the Association shall deem necessary or desirable, for the proper operation and maintenance of The Properties, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

ARTICLE VI GENERAL RESTRICTIVE COVENANTS

Section 1. Applicability The provisions of this Article VI shall be applicable to all Lots situated within The Properties.

Section 2. Land Use. No Lot shall be used except for residential purposes.

Section 3. Change in Buildings. No Owner shall make or permit any structural modification or alteration of any building except with the prior written consent of the ARC or its successor, and such consent may be withheld if, in the sole discretion of the party denying the same, it appears that such structural modification or alteration would adversely affect or in any manner endanger other dwelling units or does not comply with the Architectural Planning Criteria. No building shall be demolished or removed without the prior written consent of the Board of Directors of the Association. In the event any building is demolished or removed, said building shall be replaced with a unit of similar size and type.

Section 4. Building Location. Buildings shall be located in conformance with the Zoning Code of the County of Palm Beach, Florida, and any specific zoning approvals thereunder, or as originally constructed on a Lot by Developer or its successor or assignee. Whenever a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special exception as to building location or other item shall constitute an amendment of this Section.

Section 5. Landscaping of Easements. In addition to the easements reserved herein, easements for drainage, installation and maintenance of utilities and for ingress and egress are shown on the recorded plats of The Properties. Within these easements no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic or prevent maintenance of utilities. Public utility companies servicing The Properties and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Lots and/or the Common Areas, under and through the utility easements as shown on the plats and under and through such portions of the rear of each Lot beyond the buildings, as such buildings may from time to time be located. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored. All utilities within the subdivisions, whether in streets, rights-of-way or utility easements shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground.

Section 6. Irrigation. No wells for irrigation purposes or drawing of water from any lake, canals or water body for irrigation purposes shall be permitted unless approval is obtained from the Master Association in accordance with the requirements, covenants and restrictions set forth in the Master Declaration. Watering from wells is not permitted during the hours of 9:00 a.m. through 9:00 p.m. Watering from wells is limited to the guidelines and restrictions established by the South Florida Water Management District. Each well must include a rain and moisture sensor which must be maintained in good working order. This provision notwithstanding, no owner shall use or operate a well in violation of applicable ordinances, rules and regulations of local water management agencies or authorities.

Section 7. Nuisances. No gas tank, gas container, or gas cylinder (except gas tanks, gas container or gas cylinders as placed in connection with the installation of swimming pools and/or barbecues) shall be permitted to be placed on or about the outside of any house or any ancillary building, and all gas tanks, gas containers and gas cylinders (except gas tanks, gas containers or gas cylinders as placed in connection with the installation of swimming pools and/or barbecues) shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative safety wall approved by the Architectural Review Committee. No portion of The Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any portion of The Properties that will emit foul or

obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of The Properties nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of The Properties. In the event of any question as to what may be a nuisance, such question shall be determined by the Board of Directors and its decision shall be final.

Section 8. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or raining operations of any kind shall be permitted upon or in The Properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 9. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except as expressly provided herein and in all events subject to rules and regulations of the Association, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Lot, or anywhere else within The Properties except in locations designated by the Association in its rules and regulations. Pet owners shall remove and dispose of all excretions and waste by their pets promptly. Failure to do so shall be deemed a nuisance subject to enforcement. Lot owners may keep as pets companion pets such as caged birds, domesticated cats, fish, dogs and other small mammals. No owner shall keep on any lot a total number of pets which the Board of Directors, in its sole and absolute discretion, deems excessive. No exotic cats (for example, by means of example and not limitation, lions, tigers, pumas, ocelots), non-human primates, horses, fowl, reptiles, dangerous or obnoxious animals, farm animals, livestock or zoo-type animals shall be permitted on any Lot or in the James Court community. The Board of Directors shall have the sole and absolute discretion to determine what constitutes a fowl, reptile, dangerous or obnoxious animal, or farm animal, livestock and zoo-type animal.

Pets must be on a leash at all times when on common property or common areas. Failure to comply with this requirement may be deemed a nuisance subject to enforcement under this Declaration. Pets are not permitted on Country Club property.

The Board of Directors shall have the right to determine with reasonable cause that a pet is a nuisance and to order the removal of such pet from the Properties without compensation to the pet owner. In such event, the Board shall give written notice thereof to the pet owner, and the pet shall be

permanently removed by the pet owner immediately from the lot and the Properties. Lot owners, by the purchase of a lot, hereby agree to indemnify and hold the Association harmless from and against any claim, suit, cause of action or demand, or any loss or liability whatsoever resulting from or in connection with the lot owner having any pet in Wycliffe.

A violation of this provision shall subject the lot owner to enforcement of this Declaration by the Association. In the event of any violation, the Association shall be entitled to impose fines, as provided for herein, seek injunctive or other equitable relief, damages or any combination thereof.

Section 10. Commercial Trucks. Trailers. Campers. Boats and Parking. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, trucks, pick-up trucks, tractors, mobile homes, recreation vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages, except that pick-up trucks only, may be parked in the driveway on any Lot during daylight hours. Stored vehicles, vehicles covered by a tarpaulin, vehicles put up on blocks and vehicles which are either inoperable or do not have a current operating license shall not be permitted, except within enclosed garages. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services. No vehicles shall be parked on the streets overnight. The Board of Directors shall have the sole and absolute discretion to establish the time periods that constitute the meaning and definition of "overnight". No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion of The Properties, except in an enclosed area with the doors thereto closed at all times.

For purposes of this Section 10, the terms "truck" or "pick-up truck" shall not be deemed to include sport utility vehicles (for example, for illustrative purposes only, Ford Explorers, GMC Yukon, Lexus RX 330, and other similar vehicles), but shall include pick-up trucks manufactured with an open body or bed (including those with a metal or fabric cover).

Section 11. Drying Areas. No clothing, laundry or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other Lot. Drying areas will be permitted only in locations approved by the Architectural Review Committee and only when protected from view by screening or fencing approved by the Architectural Review Committee. No prohibition of outside clotheslines or drying areas shall be permitted; provided that nothing herein shall prohibit the Architectural Review Committee from enacting reasonable regulations that do not have the effect of prohibiting such drying areas or clotheslines as to any unit.

Section 12. Open Space. The portion(s) of any plat of The Properties which is considered required open space for a Planned Unit Development pursuant to the Palm Beach County Zoning Code, as same exists on the date of recordation of the original Declaration, may not be vacated in whole or in part unless the entire plat is vacated.

Section 13. Special Restrictions for Lots Abutting Lake. Notwithstanding any provisions herein to the contrary, no dock, cabana, boat slip, or other similar improvements shall be constructed by any Owner whose Lot abuts any lake or other body of water within or outside of The Properties.

Section 14. Requirements for the Sale and Lease of Lots. In order to assure a community of congenial residents and thus protect the value of the dwellings and quality of life in James Court, the sale or lease of lots shall be subject to the following provisions:

A. Prior to listing a Lot for sale or lease, the Owner shall notify the Association in writing, on a form provided by the Association, of his/her intent to sell or lease the Lot. Not less than thirty (30) days prior to the sale or lease of a Lot, the Owner shall submit to the Association the name, address, and telephone number of the prospective purchaser or tenant, a copy of the executed contract for sale or lease agreement, and such other information as requested by the Association.

B. Any and all lease agreements between an Owner and a lessee shall be in writing and shall provide for a term of not less than three (3) months and must comply with the lease restrictions set forth in the Master Declaration as amended from time to time. The Owner and lessee shall enter a Lease Addendum as provided by the Association, which shall provide that the lease is subject in all respects to the terms and provisions of this Declaration, the Association's Articles of Incorporation and By-Laws, and the rules and regulations of the Association and The Wycliffe Community Association, Inc. The Lease Addendum shall state that any failure of the lessee to comply with such terms or provisions or failure to pay rent to the Association following demand shall be a material breach of the lease agreement, and shall authorize the Association, in its name, to fine the lessee, suspend the lessee's use rights and/or to bring action for eviction of the lessee pursuant to Chapter 83, Florida Statutes. The Lease Addendum shall also provide or shall be deemed to provide that in accordance with Florida Statutes, Section 720.3085, as amended from time to time, that the tenant can be required to pay all future monetary obligations under the lease directly to the Association upon tenant's receipt of a written demand from the Association.

C. No Lot shall be leased more than once in any 12-month period, and any lease extension shall constitute a new lease under this Paragraph. Notwithstanding any provision in this Declaration or the governing documents to the contrary, or any provision in the lease agreement, an Owner shall waive and

relinquish all rights to use and enjoyment of the Common Areas and facilities during the term of any lease of the Owner's Lot, except ingress and egress, and the lessee shall be entitled to exercise all such rights during the lease term. Further, lessee's rights to use the Wycliffe Country Golf & Country Club facilities shall be as set forth in the Wycliffe Golf & Country Club, Inc. governing documents.

D. The purchaser of a Lot shall provide to the Association a copy of the recorded deed or other instrument of conveyance of the Lot, indicating the purchaser's mailing address for all future correspondence and delivery of invoices for assessments by the Association.

E. The Lot Owner shall be required to provide to the purchaser a copy of this Declaration and the governing documents of the Association, and the purchaser shall execute at closing a document acknowledging receipt of said documents and purchaser's agreement to be bound by the same. The failure or refusal of such purchaser to execute such a document shall in no event be deemed as a waiver by the Association of its right and authority to enforce the governing documents against said purchaser's Lot. Notwithstanding any provision to the contrary herein, the closing of a sale of a Lot shall be deemed to be conclusive evidence that the purchaser of a Lot has received copies of this Declaration and the governing documents of the Association and that said purchaser fully understands his/her obligations and duties hereunder and agrees to be bound by the terms and conditions of said documents.

F. If the Owner is delinquent in the payment of any assessments due under this Declaration, the Association shall have the absolute right to disapprove any sale or lease of a Lot, and the transfer of title or occupancy thereof shall not occur until said delinquency is fully paid and cleared.

G. Except as provided hereinabove, it is not the intention of this Declaration to provide the Association with the right to approve or disapprove the sale of any Lot. However, it is the affirmative duty of each Owner to keep the Association fully advised of any changes in ownership and/or occupancy of Lots and, thereby, to facilitate and ensure the proper management and maintenance of the Association's membership records. The Association shall have the right to review all leases and lessees, charge a reasonable administrative fee for same, and require that each lease contain certain uniform provisions, including, but not limited to provisions reflecting the terms and conditions of this Section 14 and Section 15, below.

Section 15. Leasing. In addition to the foregoing provisions set forth in Sections 14.A. through 14.G. above, all leases shall be subject to the following: Lots are to be used for single family residential purposes only and no other purpose. Sub-leases are prohibited, including without limitation the leasing of individual rooms in any home on a Lot. Occupancy is limited to a maximum of

two (2) persons per bedroom. Guests or invitees of the Owner or Lessee, other than family members as defined below, may occupy Lots in the absence of the Owner or lessee for a period not to exceed thirty (30) days in any one calendar year. No person may occupy a Lot in the absence of the Owner or Lessee under this Declaration unless and until written notification has been delivered to the Association prior to said occupancy. Such notification shall identify the temporary occupant by name, mailing address and phone number. Any person occupying a unit for more than 30 days shall be deemed and considered a tenant, and not a guest or invitee, regardless of whether or not a lease exists or rent is or is not paid.

"Family members" are defined herein as and shall include an Owner's or lessee's parents, grandparents, children, grandchildren, great-grandchildren, brothers, sisters, and the spouses of each.

Section 16. Garbage Cans, Recycling Containers, Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted on The Properties except in containers located in appropriate areas, if any, and in all events such containers shall not be visible from any of The Properties except for the minimum time necessary for its collection. All such equipment and containers for the storage and disposal of trash shall be kept in a clean and sanitary condition. No odors shall be permitted to arise therefrom so as to render The Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. It is the responsibility of Owners or lessees to ensure that all containers are removed from the curb side no later than eight (8) hours after the scheduled time of collection of such trash.

Section 17. Unkempt Conditions. It shall be the responsibility of each Owner of a Lot to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her Lot. No weeds, underbrush, dead or dying trees and landscape materials, or other unsightly growths shall be permitted to grow or remain on any Lot, and no refuse, trash, junk or other unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot.

Section 18. Outside Installations. No exterior antennas, aerials, satellite dishes or other apparatus for the reception of transmission of television, radio or other signals of any kind shall be placed, allowed or maintained upon the exterior of any Lot or Common Areas unless the prior approval of the ARC is obtained.

Section 19. Hurricane Shutters. Owners may install hurricane shutters on the front and rear windows of their homes provided they are generally harmonious with the exterior of the home. Such shutters may be either temporary or permanent in design and must be of the type that can be removed from sight when not in use (for example accordion shutters, roll-up shutters, or removable panel shutters). Owners may install shutters up to seven days (7) in

advance of the possible approach of a tropical storm to South Florida, as defined herein. Owners must remove said shutters not later than seven (7) days after the passing of a tropical storm. For purposes of this Section, a "tropical storm" shall mean and refer to a named tropical storm as designated by the National Weather Service or a hurricane. "South Florida" shall mean and refer to that geographic area extending: (i) as to the Atlantic coast from Key West in the south, Florida, to Sebastian, Florida, in the north; (ii) as to the Gulf coast from Key West in the south to Punta Gorda in the north. Owners who are not residing in their homes during hurricane season must make arrangements at their own expense to comply with these requirements. Failure to comply with the seven (7) day requirement set forth herein shall be deemed a violation of this Declaration.

Section 20. Storage Facilities, Containers, Tanks. Notwithstanding any provision to the contrary in this Declaration, no storage facilities, sheds, containers, tanks or other similar facility or equipment of any kind, including without limitation mechanical equipment, electrical meters, air conditioning compressors, generators or other similar equipment shall be placed, kept or maintained on any Lot unless and until the Owner first has obtained approval by the ARC and said storage facilities, sheds, containers, tanks or other similar facility or equipment is located or screened from view as to neighboring lots, streets, Common Areas and Country Club property.

Section 21. Emergency Generators. An ARC application is not required for a portable generator if the unit is stored in a garage or in a screen-enclosed patio with a suitable tarpaulin cover. If stored outdoors (other than on the patio), then an ARC application is required. A permanently affixed or installed generator requires an ARC application. When in operation, all generators should be located such that the exhaust fumes will not enter open doors or windows. A portable generator should never be operated inside a garage. Fixed generators must be landscaped and properly screened from view. Underground diesel or gasoline storage tanks are not permitted. They must be above ground on a concrete pad and landscaped so they are not readily visible. Propane tanks must be located underground. The electrical connections must be made in accordance with applicable codes. A generator may run from 7:00 a.m. to 11:00 P.M. If the ARC certifies that the generator is no louder than a standard air conditioning unit, then the time restriction may be waived. This test must be done with the generator loaded at least at fifty percent (50%) of full load under the observation of the ARC prior to an emergency situation. In the event a resident requires continuous power to operate a vital piece of lifesaving equipment, the resident shall send a letter to the Board of Directors, prior to the emergency situation, requesting a waiver of the time restrictions with appropriate documentation from a medical doctor. The Board will review the request and, at its discretion, may grant a waiver of the time restrictions.

Section 22. Exterior Work. No work, whether construction, maintenance, repair, landscaping, or lawn work shall be performed outside of any home prior to

7:00 a.m. on weekdays, and prior to 8:00 a.m. on weekends. All such work shall be completed not later than 7:00 p.m.

Section 23. Interior Window Treatments. Reflective windows and window tinting, other than hurricane impact window tinting, are prohibited.

Section 24. Additional Restrictive Covenants. The Association acting through its Board of Directors, shall have the authority to make and enforce standards, rules, and restrictions governing the use of the Lots in addition to those contained herein, which standards, rules, and restrictions shall be consistent with the rights and duties established by the Declaration. The Owners shall abide by each and every standard, rule, and regulation promulgated from time to time by the Board. The Board may sanction an owner, tenant, guest or invitee in violation of such additional requirements following fifteen (15) days written notice in which to cure the violation or to provide the Association with evidence that the Owner is in the process of curing such violation. Sanctions may include, without limitation, suspension of rights to use Common Areas, facilities and services, monetary fines, and suspension of the right to vote unless prohibited by law.

Section 25. Compliance with laws. All of the Properties shall at all times be used by all Owners, members of their family, their agents, contractors, lessees, guests and invitees in a manner consistent with and in compliance with all applicable local, state and federal laws, ordinances, codes, rules and regulations as amended from time to time. All improvements erected or installed upon any of the Properties shall also be completed and subsequently used in compliance with applicable local, state and federal laws, ordinances, codes, rules and regulations as amended from time to time. Any non-compliance of any use or improvement with applicable law as amended from time to time shall constitute a violation under this Declaration and shall be subject to enforcement by the Association as provided hereunder and/or applicable law as amended from time to time.

ARTICLE VII MORTGAGEE PROVISIONS

The following provisions are for the benefit of first mortgagees holding mortgages on Lots. A first mortgagee is defined as any institutional lender who holds a first mortgage on a Lot and who has notified the Association in writing of its holdings. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notice to Mortgagee. A first mortgagee who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), will be entitled to timely written notice of:

A. Any condemnation loss or any casualty loss which affects a material portion of The Properties;

B. Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such first mortgagee, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any first mortgagee, upon request, is entitled to written notice from the Association of any default in the performance by such Owner of any obligation under this Declaration or By-Laws of the Association which is not cured within sixty (60) days; or

C. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

Section 2. Taxes. First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

ARTICLE VIII OWNERSHIP IN WYCLIFFE COUNTRY CLUB

Section 1. Ownership in James Court. By taking title to a Lot, each Owner becomes subject to the terms and conditions of the Declaration for the Master Association. Among other things, that document provides that an Owner shall become a member of the Master Association; shall become a member of the Wycliffe Golf & Country Club, Inc.; shall acquire certain property rights to common areas within Wycliffe Golf and Country Club; and shall become subject to the assessments of the Master Association, which assessments may be collected by the James Court Property Owners' Association upon the request of the Master Association.

Section 2. Membership in Master Association. In accordance with the provisions of the Articles of Incorporation of the Master Association, all Owners shall be members in that association and shall be subject to the provisions of all of the governing documents of the Master Association as set forth therein.

Section 3. Notice to the Master Association. Copies of all amendments to this Declaration, the Articles of Incorporation and By-Laws of the Association, and any easements or conveyances affecting the Common Areas, shall be promptly forwarded to the Master Association.

Section 4. Priority of the Master Association. The rules and regulations and assessment and lien rights of the Master Association shall control and take precedence over this Declaration and the assessment and lien rights of the Association. In the event of any inconsistency between the terms and provisions of the documents governing the Master Association and this Declaration, the Articles of Incorporation and the By-Laws of the Association, the documents governing the Master Association shall control.

Section 5. Recreational Property. The Wycliffe Golf and Country Club facilities (the "Recreational Property") are not Common Areas. The Recreational Property is private property owned and operated by the Wycliffe Golf and Country Club, Inc., and administered according to membership policies and rules and regulations adopted by the owner thereof from time to time. Such owner has the exclusive right to determine from time to time, in its sole discretion and without notice or approval of any change, how and by whom these facilities shall be used, if at all.

Section 6. Easement for Golf Balls. Every Lot is burdened with an easement permitting golf balls hit from the golf course to unintentionally come upon the Lot and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of the Lot to retrieve errant golf balls; provided, however, if the Lot is fenced or walled, the golfer shall seek the Owner's or occupant's permission before entry. All Owners, by acceptance and delivery of a deed to a Lot, assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claim or institute any action whatsoever against the Association, the golf course designer or any builder arising or resulting from any errant golf balls, any damages that may be caused thereby, or for negligent design of the golf course or siting of the Lot.

Section 7. Assumption of Risk and Indemnification. Each Owner by its purchase of a Lot in the vicinity of the Recreational Property hereby expressly assumes the risk of noise, personal injury or property damage caused by maintenance and operation of the Recreational Property, including, without limitation: (a) noise from maintenance equipment and it being specifically understood that such maintenance typically takes place around sunrise or sunset, (b) noise caused by golfers, (c) use of pesticides, herbicides and fertilizers, (d)

view restrictions caused by maturation of trees and shrubbery, (e) reduction in privacy caused by constant golf traffic on the golf course or the removal or pruning of shrubbery or trees on the golf course, and (f) design of the golf course and agrees that neither the Association nor any other entity owning or managing the golf course shall be liable to an Owner or any other person claiming any loss of damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Owner's Lot to the Recreational Property, including, without limitation, any claim arising in whole or in part from the negligence of the Association or any other entity owning or managing the golf course. The Owner hereby agrees to indemnify and hold harmless the Association and any other entity owning or managing the golf course against any and all claims by Owner's visitors, tenants and others upon such Owner's Lot.

Section 8. Voting Representative. The president of the Association or a representative appointed by the Board of Directors shall serve as the voting representative to the Master Association and shall cast all votes attributable to the Lots within James Court at Wycliffe on all Master Association matters requiring a membership vote.

Section 9. Master Association Assessment and Lien Rights. The Association, through the Board of Directors, shall have the power and authority to make and collect assessments as provided for in the Master Declaration. If any such assessment is not paid when due, it shall be subject to late charges and interest at the maximum rate allowed by law from the date when due until paid in full. The assessment, together with late fees, interest, costs and reasonable attorney fees, shall be a continuing lien upon the Lot and may be foreclosed in the manner provided for the foreclosure of liens in this Declaration.

Section 10. Supplemental Restrictions. Nothing contained in this Declaration shall preclude James Court from adopting additional covenants, restrictions, or provisions which are more restrictive than those contained in the Declaration of the Master Association.

ARTICLE IX GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Master Association, or the Owner of any Lot subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument

signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions, as well as of the Articles of Incorporation and By-Laws or the Association, or its rules and regulations, shall be by any proceeding at law or in equity by the Association, the Master Association or the Owner of any Lot subject to this Declaration. Failure by the Association, the Master Association, or the Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Review Committee, with the prior express written approval by the Board of Directors of the Association. The Board, in its discretion, shall have the authority to enforce any provision of this Declaration relating to architectural review matters. In the event the Association is required to seek enforcement of any of the provisions contained in any of the governing documents or rules and regulations, then in that event, the Association shall be entitled to recovery of all costs and expenses including court costs and attorneys' fees. Such entitlement to attorneys' fees shall include all attorneys' fees incurred by the Association, regardless of whether a lawsuit was filed. The costs and expenses, including attorneys' fees, will be an individual assessment and shall be a continuing lien on the Lot until paid. If not paid within ten (10) days following presentation by the Association, the Association may enforce payment in the same manner as enforcement of assessments.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, added to, derogated or deleted at any time and from time to time by a vote of a majority of the total votes of the members in the Association, whether by vote at a meeting or by written consent in lieu of a meeting. Notwithstanding anything contained herein to the contrary, no amendment to this Declaration that affects the rights of the Master Association shall be effective without the prior written consent of the Master Association. A certificate of amendment adopting the amendment shall be executed by two (2) officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

Section 6. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of the Members representing forty percent (40%) of the total votes in the Association. This Section shall not apply, however, to (a) actions brought by the Association against parties to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it.

Section 7. Working Capital Fund. The Association shall ~~establish~~ maintain a Working Capital Fund for the operation of the Association, which shall be collected at the closing of the sale, resale, transfer or conveyance of each Lot in an amount equal to three (3) months of the current annual assessment for each Lot. Each Lot's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale and/or the time of the transfer or conveyance of each Lot. The purpose of this fund is to assure that the Association's Board of Directors will have cash available to meet unforeseen expenditures, or for any other purpose deemed necessary or advisable by the Board of Directors. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

Section 8. Sanctions. The Association, through its Board of Directors, may impose sanctions including, without limitation, reasonable monetary fines against any Owner, tenant, guest, and/or invitee and suspension of the right to vote of any Owner, for the failure by an Owner, his guests, tenants, and/or ~~its~~ invitees to comply with the terms and provisions hereof or any rules or regulations adopted pursuant hereto. Fines may exceed \$1,000.00 in the aggregate up to a maximum of \$5,000.00 in the aggregate. Fines in excess of \$1000 or more may be imposed as an assessment against the Lot of the owner involved and collected in the same manner as any other assessment.

Further, the Board shall have the power to suspend the voting rights of any member who is more than 90 days delinquent in the payment of any monetary amounts due to the Association. No fine shall be levied or voting right suspended unless and until the Association complies with the procedural requirements set forth in Section 720.305, Florida Statutes, as amended from time to time. The Board shall, in addition, have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be subject to reasonable notice and hearing rights adopted by the Association from time to time.

Section 9. School Assignment Agreement. Developer has entered into a School Assignment Agreement dated March 16, 1994, (the "Agreement") with the School Board of Palm Beach County, Florida (the "School"), which provides, among other things, for the assignment of students living in The Properties to the nearest

available school pursuant to School policy. Failure to comply with the Agreement may result in the expiration of school attendance boundary exemptions.

Section 10. Notice of Transfer of Lot. In the event that any Owner desires to sell or otherwise transfer title of his or her Lot, such Owner shall give the Board of Directors at least thirty (30) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board of Directors may reasonably require, as provided for in Article VI of this Declaration. Within fourteen (14) days of the transfer, the transferee shall provide a copy of the recorded deed or other instrument to the Association. Until such written notice and a copy of the recorded deed is received by the Board of Directors as provided in this Section, the transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner of the Lot, including payment of all assessments, notwithstanding the transfer of title to the Lot. In addition, the transferee shall not be entitled to voting rights until such time that written notice and a copy of the deed has been received by the Board of Directors.

Section 11. Conflict between this Declaration, Articles of Incorporation and By-Laws. In the event of conflict between the terms of the documents of the Association, the following order shall govern control: (i) this Declaration, (ii) the Articles of Incorporation, then (iii) the By-Laws.

Section 12. Effective Date. This Second Amended and Restated Declaration shall become effective upon its recordation in the Palm Beach County Public Records.

Section 13. Use of Pronouns. Pronouns used in this Declaration, the Articles or the By-Laws are intended as reference aids and, therefore, where used in this Declaration, the Articles or the By-Laws, the masculine shall mean and be deemed to include the feminine and vice versa.

IN WITNESS WHEREOF, the undersigned officers of James Court Property Owners' Association, Inc. have executed this Second Amended and Restated Declaration of Restrictions and Protective Covenants for James Court on this 18th day of November, 2014.

Attest: Melvin A. Viner
Melvin A. Viner, Secretary

By: Shirley A. Schwartz
Shirley A. Schwartz, President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was executed before me on this 18 day of

November, 2014 by Shirley A. Schwartz, as President and Melvin A. Viner as Secretary of James Court Property Owners Association, Inc., who are personally known to me or who have each produced _____ as identification.

(SEAL)



Carol Masters

NOTARY PUBLIC, State of Florida

CAROL MASTERS

Notary's Printed Name

My Commission Expires: Sept 22, 2016

-END OF DOCUMENT-

EXHIBIT "A"

**TO
SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR JAMES COURT**

The real property subject to the Declaration is as follows:

All the lands described within the Plat of Wycliffe Tract "J", recorded on June 24, 1994, in Plat Book 72, Pages 160 and 161, of the Public Records of Palm Beach County, Florida.

END OF EXHIBIT "A"



CFN 20060165687
 OR BK 20083 PG 0
 RECORDED 03/21/2006 15:55:11
 Palm Beach County, Florida
 AMT 1.00
 Doc Stamp 0.70
 Sharon R. Hock, CLERK & COMPTROLLER
 Pgs 0503 - 504; (2pgs)

This instrument prepared by:
 Louis Coplan, Esquire
 Sachs, Sax & Klein, P.A.
 301 Yamato Road, Suite 4150
 Boca Raton, Florida 33431

RECORD AND RETURN TO:
 James Court Property Owners' Association, Inc.
 Attn: Shirley Schwartz
 4383 James Estate Lane
 Wellington, Florida 33467

QUIT-CLAIM DEED

This Quit-Claim Deed, dated this 24 day of JANUARY, 2005 by and between KENCO COMMUNITIES I, INC., a Florida corporation, whose address is 1000 Clint Moore Road, Suite 110, Boca Raton, Florida (collectively "Grantor"), and JAMES COURT PROPERTY OWNERS' ASSOCIATION, INC., a not-for-profit Florida Corporation, whose principal address is c/o 4383 James Estate Lane, Wellington, Florida 33467, ("Grantee"), and,

WITNESSETH, that said grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said grantee forever, all the right, title, interest, claim and demand which the said grantor have in and to the following described lot, piece or parcel of land, situate, lying and being in Palm Beach County, Florida, if any, to wit:

Tracts R, L, L-1, L-2, and L-3 of the plat of WYCLIFFE TRACT "J", according to the Plat thereof, as recorded in Plat Book 72, Pages 160 and 161, of the Public Records of Palm Beach County, Florida.

To have and to hold together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, lien, equity and claim whatsoever of said grantors, either in law or in equity, to only the proper use, benefit and behoof of the said grantee, forever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

[SIGNATURES ON NEXT PAGE]

Signed, sealed and delivered
in our presence:

Helen Miller

Signature

Helen Miller

Print Name

M. Elaine Browning

Signature

M. ELAINE Browning

Print Name

KENCO COMMUNITIES I, INC.

By:

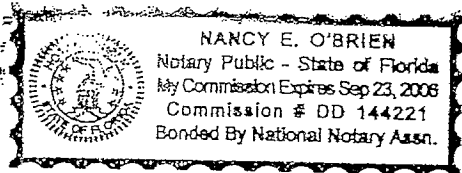
[Signature]

Richard Finkelstein, as Vice President

Print Name and Title

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me on this 24 day of January,
2005 by Richard Finkelstein of KENCO COMMUNITIES I, INC. He is
personally known to me or has produced NA as identification.



[Signature]
NOTARY PUBLIC, State of Florida

My Commission Expires:

EXHIBIT "B"

**TO
SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR JAMES COURT**

Description of Common Areas

None

END OF EXHIBIT "B"

EXHIBIT "C"

**TO
SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR JAMES COURT**

ARCHITECTURAL PLANNING CRITERIA

WHEREAS, the Amended and Restated Declaration of Restrictions and Protective Covenants for James Court, being recorded simultaneously herewith in the Public Records of Palm Beach County, Florida, provides that, James Court Property Owners Association, Inc., a Florida not for profit corporation, may form a committee known as the Architectural Review Committee (the "ARC") or if no such committee is appointed, the Association shall perform the agricultural and review control functions of the Association through its Board of Directors; and

WHEREAS, the above-referenced Amended and Restated Declaration of Restrictions and Protective Covenants for James Court provides that the Board of Directors of James Court Property Owners' Association, Inc. (the "Association") or on recommendation of said Committee as may be appointed, shall adopt and modify or amend from time to time Architectural Planning Criteria for James Court which criteria is to be set forth in writing and made known to all Owners and all prospective owners in James Court.

NOW, THEREFORE, the Board of Directors of the Association has the authority to appoint a committee to be known as the ARC, and in accordance with the duties and obligations imposed upon the Board of Directors or said Committee by the Amended and Restated Declaration of Restrictions and Protective Covenants for James Court, the Board of Directors of the Association does hereby adopt the following Architectural Planning Criteria:

1. Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot, other than one (1) detached single family residence designed by a Florida registered architect containing not less than three thousand (3,000) square feet of livable enclosed floor area (exclusive of open or screen porches, patios, terraces and garages) not to exceed thirty-five feet (35') in height and having a private and enclosed garage for not less than two (2) nor more than four (4) cars. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any such structures) be constructed prior to construction of the main residential building.

2. Layout. No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until layout for the building is approved by the Association or the ARC as may be appointed. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home is placed on the Lot in its most advantageous position.

3. Exterior Color Plan. The Association or the ARC as may be appointed shall have final approval of all exterior color plans and each owner must submit to the Association or the ARC as may be appointed prior to initial construction and development upon any Lot a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The Association or the ARC as may be appointed shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural color scheme of and for James Court. Earthtones are recommended.

4. Roofs. Flat roofs shall not be permitted unless approved by the Association or ARC as may be appointed. Such areas where flat roofs may be permitted are Florida rooms, porches and patios. There shall be no flat roofs on the entire main body of a building; provided that, the Association or ARC as may be appointed shall have discretion to approve such roofs on part of the main body of a building, particularly if modern or contemporary in design. Minimum pitch of roof will be six-twelfths (6/12) on homes containing more than three thousand (3,000) square feet. The composition of all pitched roofs shall be tile, slate or concrete construction, or other composition approved by the Association or ARC as may be appointed. Asphalt shingles will not be allowed.

White roofs will not be permitted without specific approval from the Association or ARC as may be appointed.

5. Elevations. Similar elevations shall not be built directly adjacent, diagonally or across from each other.

6. Garages. In addition to the requirements stated in Paragraph 1 hereinabove, all garages shall have a minimum square footage of four hundred twenty-five (425) square feet as measured from the inside wall of the garage. All garages must have either a single overhead door with a minimum width of eighteen feet (18') for a two (2) car garage, or two (2) eighteen foot (18') doors for a four (4) car garage, or two (2), three (3) or four (4) individual overhead doors, each a minimum of nine feet' (9') in width, and a service door. No carports will be permitted unless approved by the Association or ARC as may be appointed.

7. Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of a least eighteen feet (18') in width at the entrance to the garage. All driveways must be constructed, with bominite, pavers, brick or a comparable material approved by the Association or ARC as may be appointed. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion acceptable to the Association or ARC as may be appointed.

8. Dwelling Quality. The Association or ARC as may be appointed shall have final approval of all exterior building materials. Exposed concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained from the Association or ARC as may be appointed. The Association or ARC as may be appointed shall discourage the use of imitation materials for facades and *encourage the use* of front materials such as brick, four inch (4") or five inch (5") block, stone, wood and stucco, or a combination of the foregoing.

9. Signs. No sign of any kind shall be displayed to the public view on any Lot except the following:

A. Homeowners shall not display or place any sign of any character including "for rent" or "for sale" signs.

B. The activities and advertisements by homeowners and/or any sales agents as they relate to a property in James Court for sale must conform to all applicable policies and procedures of the Wycliffe Community Association, Inc.

10. Games and Play Structures. All basketball backboards and play structures shall be located at the rear of the dwelling, or on the inside portion of the corner Lots within the setback lines. No doghouse, playhouse or structure of similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the Association or ARC as may be appointed and include sufficient landscaping treatment acceptable to the Association or ARC as may be appointed.

11. Fences and Walls. Fences are discouraged, and when a barrier is desired, landscaping is suggested as a substitute. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the Association or ARC as may be appointed. The Association or ARC as may be appointed shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any. Fences will not be permitted on Lot lines. On all Lots adjacent to golf course property, fences of any nature will be discouraged and, in any event, subject to Association or ARC as may be appointed and County approval.

12. Landscaping. A landscaping plan and specifications, prepared by a Florida registered architect for each Lot must be submitted to and approved by the Association or ARC as may be appointed prior to initial construction and development therein. The landscape plan must be at one-eighth (1/8) scale and must show the following:

- A. Lot property lines.
- B. Lot sidewalk and street pavement edge.
- C. Any and all easements.
- D. All exterior walls with all window and door openings.
- E. All site paving, pools, planters and constructed landscape features.
- F. All existing and proposed vegetation.
- G. A plant list showing quantity, scientific name, common name, size/description, per unit cost and total cost for each plant.
- H. Each Lot is required to have an automatic irrigation system.

- I. The entire Lot, including that portion of the Lot between the street pavement and the right of way line, shall be irrigated and maintained.
- J. It shall be the goal of the ARC in the approval of any landscape plan and layout plan to preserve all existing trees where possible.

13. Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed on any Lot shall be subject to the requirements of the Association or ARC as may be appointed, which include, but are not limited to the following:

- A. Composition to be of material thoroughly tested and accepted by the industry for such construction;
- B. The outside edge of any pool wall may not be closer than four feet (4') to a line extended and aligned with the side walls of the dwelling;
- C. No screening of pool area may stand beyond a line extended and aligned with the side walls of the dwelling unless approved by the Association or ARC as may be appointed;
- D. Pool screening may not be visible from the street in front of the dwelling;
- E. Location and construction of tennis or badminton court must be approved by Association or ARC as may be appointed;
- F. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting;
- G. Tennis court lighting shall not be permitted.

If one owner elects to purchase two (2) adjoining Lots and use one for recreation purposes, the Lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the Association or ARC as may be appointed. It shall be the intent of the Association or ARC as may be appointed to screen any such use from public view.

14. Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste all trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb. All Lots shall be maintained during construction in a neat and nuisance-free condition.

15. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used or maintained on any Lot at any time as a *residence* either temporarily or permanently or for any other purpose.

16. Removal of Trees. In reviewing building plans, the Association or ARC as may be appointed shall take in to account the natural landscaping such as trees, shrubs and palmettos, and encourage the owner to incorporate them in his landscaping plan. As a result, a tree survey will be required clearly indicating which trees will be removed and which trees will remain. No trees of four inches (4") in diameter at one foot (1') above natural grade shall be cut or removed. without approval of the Association ARC as may be appointed, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement.

17. Window Air Conditioning Units. No roof-top, window or wall air conditioning units shall be permitted.

18. Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot other than that provided by the Association. All mailboxes, paperboxes or other receptacles shall be uniform in color.

19. Sight Distance at Intersection. No fence, wall, hedge, or. shrub planting which obstructs sight lines and elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in case of a rounded property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances or such. intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

20. Utility Connections. Building connections for all utilities, including, but not limited to water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

21. Setbacks. A minimum of twenty-five feet (25') front setback must be adhered to in the construction of all houses. The rear setback must be a minimum of fifteen feet (15'). Minimum side yard setbacks will be seven and one-half feet (7.5') except in the case of a side yard setback along a street in which case the minimum side yard setback will be fifteen feet (15').

22. ARC Decisions. The Association's or ARC's approval or disapproval as required in the foregoing Architectural Planning Criteria shall be in writing by the Board of Directors of the Association and to the Lot owner submitting same, together with a copy of the approved plans and specifications signed by the Lot owner and the contract purchaser of the Lot, if any. In the event the Association or ARC as may be appointed fails to approve or disapprove plans and specification within forty-five (45) days of submission thereto, or in any event, if a suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

**SECOND AMENDED AND RESTATED BY-LAWS OF THE
JAMES COURT PROPERTY OWNERS' ASSOCIATION, INC.**

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CFN 20140449210
OF BK 27201 PG 0037
RECORDED 12/05/2014 14:54:00
Palm Beach County, Florida
Sharon K. Hock, CLERK & COMPTROLLER
Pgs 0037 - 51; (15pgs)

This instrument prepared by:
Maria S. Melius, Esq.
Will Call Box 110
ST. JOHN ROSSIN PODESTA & BURR, PLLC
1601 Forum Place, Suite 700
West Palm Beach, Florida 33401
(561) 655-8994

**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED BYLAWS OF
JAMES COURT PROPERTY OWNERS' ASSOCIATION, INC.**

We hereby certify that the Second Amended and Restated Bylaws of James Court Property Owners' Association, Inc. attached as Exhibit "1" to this Certificate were duly adopted and approved by the members at a duly noticed meeting of the members in accordance with the Amended and Restated Bylaws of James Court Property Owners' Association, Inc. The Amended and Restated Bylaws of James Court Property Owners' Association, Inc. are recorded in Official Records Book 20186, Page 614 of the Public Records of Palm Beach County, Florida.

DATED this 18th day of November 2014.

As to witnesses:

Deborah S. Kane
Deborah S. Kane
Beth M. Kramer
Witness: Beth M. Kramer
Deborah S. Kane
Deborah S. Kane
Beth M. Kramer
Witness: Beth M. Kramer

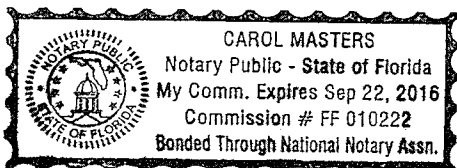
JAMES COURT PROPERTY OWNERS'
ASSOCIATION, INC.

By: Shirley A. Schwartz
Shirley A. Schwartz, President

By: Melvin A. Viner
Melvin A. Viner, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me on Nov. 18, 2014, by Shirley A. Schwartz, as President and Melvin A. Viner as Secretary of the James Court Property Owners' Association, Inc., who both executed same on behalf of the corporation. They are personally known to me or have produced _____ and _____ as identification.



(SEAL)

Carol Masters
NOTARY PUBLIC, State of Florida
CAROL MASTERS
Print Name
My Commission Expires: Sept 22, 2016

Exhibit "1"

**SECOND AMENDED AND RESTATED
BY-LAWS OF
JAMES COURT PROPERTY OWNERS' ASSOCIATION, INC.**

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to the JAMES COURT PROPERTY OWNERS' ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida.

Section 2. "The Properties" shall mean and refer to The Properties as defined in the Declaration of Restrictions and Protective Covenants for James Court dated July 14, 1994, and as stated in the Second Amended and Restated Declaration of Restrictions and Protective Covenants for James Court.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot within The Properties.

Section 4. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, of the Amended and Restated Articles of Incorporation of the Association and in the Second Amended and Restated Declaration of Restrictions and Protective Covenants for James Court ("Declaration").

**ARTICLE II
LOCATION**

The principal office of the Association shall be located in Palm Beach County, Florida, at a place as may be established by resolution of the Board of Directors of the Association.

**ARTICLE III
MEMBERSHIP**

Section 1. Membership in the Association is as set forth in Article III, Section 1, of the Articles of Incorporation of the Association, and as specifically defined by and set forth in Article I(e) of the Declaration.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the lots within The Properties against which such assessments are made as provided by

Article IV of the Declaration of Restrictions and Protective Covenants for James Court.

**ARTICLE IV
BOARD OF DIRECTORS**

Section 1. The directors of the Association shall be elected at the annual meeting of the Members as specified in the Articles of Incorporation. The election shall be decided by a majority of votes cast. The number of directors shall be five (5) persons to be elected by the Members. Notwithstanding any provision to the contrary herein, or in the Articles of Incorporation, directors shall be elected for staggered terms, as follows:

a. All directors whose terms are up for election shall be elected for two (2) year terms.

b. Each director shall serve until his/her successor is duly elected and qualified, or until he is removed from office in the manner elsewhere provided.

Section 2. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership in accordance with applicable provisions of Chapter 720, Florida Statutes, and a director shall be subject to removal at a special meeting of the membership if said director fails to attend two (2) consecutive meetings without acceptable reasons.

Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held within ten (10) days after the annual meeting of Members.

Section 4. Meetings of the Board of Directors may be held at any place or places within Palm Beach County, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint, however, the Board of Directors shall make every effort reasonably possible to hold meetings at the Wycliffe Golf & Country Club.

Section 5. Notice of all meetings of the Board of Directors, shall be posted in a conspicuous place in the community at least 48 hours in advance of the meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each board meeting must be mailed or delivered to each member at least 7 days in advance of the meeting, except in an emergency. Such notice may be delivered by electronic transmission (i.e. email) in a manner provided by law; however, the board of directors first must adopt by resolution a policy of providing notice by electronic transmission, and a member must consent in writing to receiving notice by electronic transmission.

An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of

the assessments. Written notice of any meeting at which special assessments will be considered or at which amendments to rules regarding parcel use will be considered must be mailed, delivered, or electronically transmitted to the members and parcel owners and posted conspicuously on the property or broadcast on closed-circuit cable television not less than 14 days before the meeting.

If 20 percent of the total voting interests petition the board to address an item of business, the board shall at its next regular board meeting or at a special meeting of the board, but not later than 60 days after the receipt of the petition, take the petitioned item up on an agenda. The board shall give all members notice of the meeting at which the petitioned item shall be addressed in accordance with the 14-day notice requirement hereinabove. Each member shall have the right to speak for at least 3 minutes on each matter placed on the agenda by petition, provided that the member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. The Board shall address the petitioned item at the meeting and vote either to approve the request in the petition, disapprove the request, lay the request on the table, or take other such action as is permitted under Robert's Rules of Order or the governing documents of the Association or Master Association.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by a majority of the directors and may be held at any place or places within Palm Beach County, Florida, and at any time with proper notice.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given in the manner provided for in Section 5 hereof.

Section 8. All meetings of the Board of Directors, except meetings between the Board and the Association's attorney(s) with respect to threatened or pending litigation where the contents of the meeting otherwise would be governed by attorney-client privilege and meetings of the Board of Directors to discuss personnel matters are not required to be open to the members other than Directors. Each member of the Association shall have the right to speak at open meetings of the Board of Directors on any designated item but no member other than Directors shall have a right to participate in any discussion or deliberation except with the approval by the Board of Directors, which approval may be withheld in the Board's sole and absolute discretion. In such case, the Directors may limit by special rule the time that any member may speak.

Section 9. Notwithstanding the provisions of Section 8, above, any action to be taken at a meeting of the Board of Directors may be taken without a meeting, if a consent in writing, setting forth the action taken, is signed by *all of the Directors*, whether on the same document or in one or more counterparts, and such consent shall have the same force and effect as a unanimous vote.

Section 10. The Board of Directors shall be responsible for the affairs of the Association and have all statutory and common law powers of a Florida not for profit corporation necessary for the management and administration of the Association's affairs and, as provided by law, may do all things that are not by the Declaration, the Articles of Incorporation or these Bylaws directed to be done by members.

Section 11. The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors. The Board of Directors shall have the authority to withdraw such delegation in its discretion.

Section 12. In addition to the powers and duties imposed by Florida Statutes, as amended from time to time, these By-Laws or by resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, by way of explanation, but not limitation:

a. preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Areas expenses;

b. making annual assessments to defray the Common Areas expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment, provided, unless otherwise determined by Board of Directors, the annual assessment for each Lot's proportionate share of the Common Areas expenses shall be payable in equal quarterly installments each such installment to be due and payable in advance on the first day of the quarter;

c. providing for the operation, care, upkeep, and maintenance of all of the Common Areas;

d. designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Associations property, and the Common Areas where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

e. collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; the reserve fund may be deposited, in the director's best business judgment, in depositories other than banks;

f. making and amending reasonable rules and regulations;

g. opening bank accounts on behalf of the Association and designating the signatories required;

h. making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Areas in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

i. enforcing by legal means the provisions of the Declaration, these By-laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association after receiving the proper authorization, if any, required by the Declaration;

j. obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

k. authorizing the payment of the cost of all services rendered to the Association or its members and not chargeable to Owners;

l. keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the owners. All books and records shall be kept in accordance with generally accepted accounting procedures and the requirements set forth in Chapter 720, Florida Statutes;

m. making available for review to any prospective purchaser of a Lot, any Owner of a Lot, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Lot and all other books, records, and financial statements of the Association; and,

n. permitting utility suppliers to use portions of the Common Areas reasonably necessary to the ongoing development or operation of the properties;

Section 13. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board Of Directors may delegate to the management agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in sub-paragraphs a, b, f, g, and I of Section 11 of this Article. A management contract may have a term

in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days, or less, written notice. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- a. accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- b. accounting and controls should conform with established AICPA guidelines and principles;
- c. cash accounts of the Association shall not be commingled with any other account;
- d. disbursements by check shall be executed by not less than two (2) members of the Board of the Directors, and cash disbursements shall be limited to amounts not to exceed \$75.00;
- e. no remuneration shall be accepted by a managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;
- f. any financial or other interest which a managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and,
- g. an annual report consisting of at least the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year; (1) a balance sheet as of the end of the fiscal year; (2) an operating (income) statement for the fiscal year; and (3) a statement of changes in financial position for the fiscal year.

Section 14. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Areas without the approval of the Members of the Association; provided, however, the Board shall obtain Member approval in the same manner provided in the Declaration for special assessments in the event borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

Section 15. The Board shall have the power to levy reasonable fines against any Owner, tenant, guest, and/or invitee in any amount authorized by law, which shall constitute a lien upon the property of the violating and/or associated Owner, to suspend an Owner's right to vote, and/ or to suspend the rights of any Owner, tenant, guest, and/or invitee to use the Common Areas, facilities or services, except as may be prohibited by Statute, for violation of any duty imposed

under the Declaration, these By-Laws or any rules and regulations duly adopted hereunder, provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot. In the event that any tenant, guest, and/or invitee of a Lot violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the tenant, guest, and/or invitee; provided, however, if the fine is not paid by the tenant, guest, and/or invitee within the time period set by the Board, the fine shall constitute a lien upon the Lot associated with the violating tenant, guest, and/or invitee and the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

Section 16. Enforcement, Levying of Fines. Every owner, tenant, guest, and/or invitee shall comply with the restrictions and covenants set forth in these By-Laws, the Declaration, and the Articles of Incorporation as well as the Rules and Regulations which from time to time may be adopted by the Board of Directors of the Association. Failure of an owner, tenant, guest, and/or invitee to comply with such restrictions, covenants, or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the legal right to suspend the right of use of the common areas (except for legal access), facilities and services of defaulting owners, tenants, guests, and/or invitees and shall have the right to levy fines, provided the following procedures are adhered to:

a. Notice- The Association shall notify the owner and if applicable, the tenant, guest, and/or invitee of the alleged infraction or infractions. Included in the notice shall be the date and time of the special meeting of the Board at which time the owner and if applicable, the violating tenant, guest, and/or invitee shall present reasons why suspension or a fine should not be imposed. At least fourteen (14) days notice of such meeting shall be given.

b. Hearing- The alleged non-compliance shall be presented to the Board after which time the Board shall hear reasons why a suspension and/or fines should not be imposed. A written decision of the Board of Directors shall be submitted to the owner and if applicable, the tenant, guest, and/or invitee no later than twenty-one (21) days after the hearing. The owner, and if applicable, tenant, guest, and/or invitee shall have the right at such party's own expense, to be represented by counsel and to cross examine witnesses. The lot owner shall be responsible for all costs of enforcement, including attorney's fees actually incurred, and court costs unless the lot owner prevails.

c. Amounts- The Board of Directors may impose a fine not to exceed \$100 per violation or the highest amount allowed by law. However, a fine may be levied on the basis of each day of a continuing violation with a single notice and the opportunity for a hearing and such fine may in the aggregate exceed \$1000, up to a maximum of \$5000 in the aggregate. A fine of less than \$1000 in

the aggregate may not become a lien against the lot associated with the violating Owner, tenant, guest, occupant and/or invitee. A fine of greater than \$1000 in the aggregate may become a lien against the lot associated with the violating Owner, tenant, guest, occupant and/or invitee.

d. Payment of Fines- Fines shall be paid no later than five (5) days after written notice of the imposition or assessment of the fine has been delivered to the lot owner.

e. Collection of Fines- Fines in excess of \$1000 in the aggregate shall be treated as an assessment subject to the provisions for the collection of assessment as set forth herein and in the Declaration. This shall include the reasonable right of the Association to file a lien against the lot for failure of the owner to pay the fine in a timely manner. Fines of less than \$1000 in the aggregate may be collected in a court action to recover the fine and the prevailing party is entitled to recover reasonable attorney fees and costs from the non-prevailing party as determined by the court.

f. Application of Proceeds- All monies received from fines shall be allocated as directed by the Board of Directors.

g. Non-Exclusive Remedy- These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

h. Additional Enforcement Rights- Notwithstanding anything to the contrary herein contained, the Association acting through the Board of Directors, may elect to enforce any provision of the Declaration, the By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations or entering upon a Lot to perform required maintenance following requisite notice) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without necessity for compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner, tenant, guest, and/or invitee responsible for the violation for which abatement is sought and the Owner, tenant, guest, and/or invitee shall pay all costs, including reasonable attorney's fees actually incurred.

Section 17. The Board of Directors shall have the power to adopt reasonable rules and regulations to implement the covenants and restrictions set forth in the Declaration, to fulfill all powers not otherwise expressed in the Declaration, the Articles of Incorporation or these By-Laws that are authorized under Chapters 617 and 720, Florida Statutes, respectively.

Section 18. No director shall receive any compensation from the Association for acting as such unless approved by the affirmative vote of the members representing a majority of the total votes of the Association at an annual or special meeting of the members. This provision notwithstanding, any director

may be reimbursed for usual and customary expenses incurred on behalf of the Association upon approval of a majority of the Board of Directors.

ARTICLE V OFFICERS

Section 1. The Association shall have the following officers: a President, a Vice President, a Secretary and a Treasurer, all of whom shall be appointed by the Board of Directors. Any officer may be removed from office at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors and may represent the Members at meetings of Wycliffe Community Association, Inc. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect one Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the Board of Directors where notice of such meetings is required by law or in these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors.

Section 3. The Treasurer shall have the care and custody of all the monies and securities of the Association. He may exercise such authority through a manager or management company duly and lawfully retained by the Board of Directors, and he shall carry out all functions set forth herein through said manager or management company, including the following: entry on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by the Association and paid on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 4. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting, and shall be filled for the unexpired portion of the director's term.

Section 5. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect upon the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be required to make it effective.

ARTICLE VI
INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify any director or officer of the Association who is made a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or officer of the Association or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, association, partnership, joint venture, trust or other enterprise:

A. Against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit or proceeding (other than one by or in the right of the Association) if he acted in good faith, and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; and

B. Against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. No indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for malfeasance or intentional misconduct in the performance of his duty to the Association unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expense which such court shall deem proper. Any indemnification under this Article VI (unless ordered by a Court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in this Article VI. Such determination shall be made by the Board of Directors by a vote of fifty-one percent (51%) of the Directors who were not parties to such action, suit or proceeding. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association. Notwithstanding the foregoing provisions, indemnification provided under this Article VI shall not include indemnification for any action of a director, officer or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this resolution is deemed to be against public policy, such an event shall not invalidate

or affect any other right of indemnification herein provided. The Association shall have the power, and shall be obligated to purchase and maintain directors' and officers' (or errors and omissions) indemnification insurance to provide coverage for any liability asserted against any director, officer or employee of the Association in any of his capacities as described in this Article, whether or not the Association would have the power to indemnify him or her under this Article.

Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgment, fines or amounts paid in settlement are paid pursuant to insurance maintained by the Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE VII MEETINGS OF MEMBERS

Section 1. Annual meetings shall be held in the month of November of each year unless the Board of Directors at its sole discretion selects another date. Each annual meeting shall be at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, Vice President, the Secretary or Treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth of the votes of the membership.

Section 3. Notice may be given to the Member either personally, by electronic transmission as provided for in these Bylaws, or by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any Members' meeting, regular or special, shall be mailed or personally delivered at least thirty (30) days in advance of the meeting and shall set forth the general nature of the business to be transacted.

Section 4. The presence at the meeting of Members entitled to cast thirty percent (30%) of the total votes of the Members shall constitute a quorum for any action governed by these By-Laws. Except as otherwise required by the Declaration of Restrictions and Protective Covenants for James Court, the Articles of Incorporation, these By-Laws, or applicable law, the vote of a majority of Members present in person or by limited proxy only at any meeting of the Members at which a quorum is present, shall constitute the valid action of the Members with respect to the matter voted upon. Members shall not vote on any issue by general proxy. General proxies or limited proxies may be used for the purpose of establishing a

quorum. Limited proxies specifically may be used for Members' votes on proposed amendments to the Declaration, the Articles of Incorporation or these Bylaws, and for the election of directors. Any proxy shall be effective only for the specific meeting for which it is originally given and any lawfully adjourned meeting(s) thereof. A proxy shall not be valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the person who executes it.

Section 5. If any meetings of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting may adjourn the meeting to a date not less than (5) five days or more than ninety (90) days from date the original meeting was called. At the reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members prescribed for regular meeting. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that members representing at least 25% of the total votes of the Association remain present, and provided further that any action taken shall be approved by at least a majority of the members required to constitute a quorum.

Section 6. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

Section 7. Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as the approval by the members at a duly called and convened meeting.

ARTICLE VIII COMMITTEES

Section 1. The Architectural Review Committee shall be a standing advisory committee of the Association. The Board of Directors may appoint such other committees as it deems advisable.

Section 2. The Architectural Review Committee shall be appointed, shall serve and shall have the duties and functions as described in the Declaration of Restrictions and Protective Covenants for James Court. A party aggrieved by a decision of the Architectural Review Committee shall have the right to make a

written request to the Board of Directors, within thirty (30) days of such decision, so that the Board of Directors may review such decision. The determination of the Board of Directors, upon reviewing such decision of the Architectural Review Committee, shall in all events be dispositive and shall be in writing to the aggrieved party within thirty (30) days of receipt of said decision by the ARC.

**ARTICLE IX
BOOKS AND PAPERS**

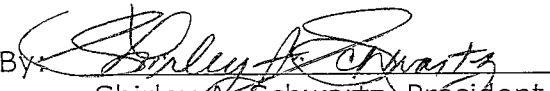
The books and records of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member of the Association.


**ARTICLE X
AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of the total eligible Members of the Association present in person or by proxy, provided that the notice to the Members of the meeting disclosed the information that the amendment of the By-Laws was to be considered or by the written consent of the majority of members of the Association in lieu of a meeting; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration of Restrictions and Protective Covenants referred to herein may not be amended except as provided in such covenants.

Section 2. The terms and conditions contained in these By-Laws shall be construed in accordance with and governed by the laws of the State of Florida as amended from time to time. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration of Restrictions and Protective Covenants for James Court and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, the undersigned officers of James Court Property Owners' Association, Inc. have executed these Second Amended and Restated Bylaws for James Court on this 18th day of November, 2014.

By: 
Shirley A. Schwartz, President

Attest: 
Melvin A. Viner, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was executed before me on this 1st day of November, 2014 by Shirley A. Schwartz, as President and Melvin A. Viner as Secretary of James Court Property Owners Association, Inc., who are personally known to me or who have each produced _____ as identification.

(SEAL)



Carol Masters

NOTARY PUBLIC, State of Florida

CAROL MASTERS

Notary's Printed Name

My Commission Expires: Sept 22, 2016

-END OF DOCUMENT-

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
JAMES COURT PROPERTY OWNERS' ASSOCIATION, INC.**

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AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF

RECEIVED
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FILE NUM 20060213821 OR BOOK PAGE 201880628 DATE: 04/11/2006 16:17:23 Pgs 0628 - 632 (5pgs)
Sharon R. Beck, CLERK & COMPTROLLER

JAMES COURT PROPERTY OWNERS' ASSOCIATION, INC.

The undersigned members, desiring to continue the operation of a corporation not-for-profit under Chapter 617, Florida Statutes, as amended, hereby amend and restate as set forth below the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be JAMES COURT PROPERTY OWNERS' ASSOCIATION, INC., which is hereafter referred to as the "Association." The address of the principal office of the corporation shall be, 3900 Woodlake Boulevard, Suite 309, Lake Worth, Florida 33463, or such other address as the Board of Directors shall determine, and the mailing address shall be the same.

ARTICLE II

PURPOSES AND POWERS

Section 1. The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Restrictions and Protective Covenants for James Court, and as set forth in Chapter 617, Florida Statutes, and Chapter 720, Florida Statutes, all as amended from time to time.

Section 2. The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any members or individual person, firm or corporation.

Section 3. The Association shall have the power:

- A. To contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or members.
- B. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Covenants above identified. The Association shall have all of the powers necessary to implement the purposes of the Association.

ARTICLE III

MEMBERS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, as specifically defined by and set forth in the Article I(e) of the Declaration, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have one class of voting membership consisting of the record owner of a fee or undivided fee interest in any lot as specifically defined above, which members shall have the following voting rights and privileges: The members shall be all those owners as defined in Section 1 and they shall each be entitled to one vote for each lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any lot, all such persons shall be members, but the vote for such lot shall be exercised only by that one person designated in writing by all such members. In no event shall more than one vote be cast with respect to any such lot. In the event no voting member is designated by the members with respect to any lot, the Association is not obligated to recognize the vote of such lot unless and until such time as a written designation is made.

Section 3. Meeting of Members. The By-Laws of the Association shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting. A quorum for the transaction of business at any meeting of the members shall exist if thirty percent (30%) of the total number of members in good standing shall be present or represented at the meeting.

ARTICLE IV

DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors which shall consist of five (5) persons. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 2. Election of Members of Board of Directors. Directors shall be elected by the members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association residing in James Court.

Section 3. Duration of Office. Members elected to the Board of Directors shall hold office until they resign or are removed from office, or until the expiration of their term as

provided for herein, and thereafter until qualified successors are duly elected and have taken office. Commencing with the election of Directors at the annual meeting convened in 2006, Directors shall be elected to serve the following terms:

A. The three (3) Directors receiving the largest number of votes shall be elected to terms of two (2) years each; the remaining two (2) Directors elected to the Board shall be elected to a term of one year.

B. At all elections thereafter, Directors shall be elected to serve two (2) year terms, it being the intention of this Section that the Board of Directors shall serve staggered terms.

Section 4. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may appoint a successor to fill the vacancy for the balance of the unexpired term, it being the specific intention of this provision that the stagger of terms on the Board be maintained.

ARTICLE V

OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provisions of the By-Laws, shall be elected by the Board of Directors for terms of one year and until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. All officers shall be Directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

ARTICLE VI

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or replaced by the membership in the manner set forth in the By-Laws.

ARTICLE VII

AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection.

ARTICLE VIII

REGISTERED AGENT

The name and address of the registered agent of the Corporation is St. John, Core & Lemme, P.A., 1601 Forum Place, Suite 701, West Palm Beach, Florida 33401. The registered agent of the Association can be changed by a majority vote of the Board of Directors.

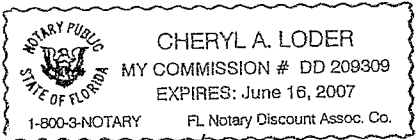
IN WITNESS WHEREOF, the undersigned Officer, as authorized by the members and on behalf of the Association, has hereunto set his/her hand this 6th day of April, 2006.

Shirley A. Schwartz
Signature
Shirley A. Schwartz, Presi
Printed Name Title

Attest Melvin A. Viner
Secretary

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH) SS.

The foregoing instrument was acknowledged before me this 6 day of April, 2006, by Shirley A. Schwartz, and by Melvin A. Viner, Secretary, each of whom is personally known to me or provided _____ as identification, and who did not take an oath.



Cheryl A. Loder
Notary Public
State of Florida At Large

My Commission expires: 6/17/07

ACCEPTANCE OF RESIDENT AGENT

The undersigned, on behalf of St. John, Core & Lemme, P.A., accepts appointment as the registered agent of James Court Property Owners' Association, Inc.



Signature

David A. Core Secretary

Printed Name

Title

JAMES COURT PROPERTY OWNERS ASSOCIATION, INC.

C/o GRS Management Associates, Inc.
3900 Woodlake Blvd.
Lake Worth, Florida, 33463
561-641-8554 - (fax 561-641-9448)

-NOTIFICATION TO LIST FOR SALE, SELL, OR LEASE A PROPERTY-

1. Prior to listing a Lot for sale or lease, the Property Owner must complete this form notifying the Association of his/her intent to list for sale or lease a property.
2. Not less than thirty (30) days prior to the sale or lease of a Property, the Owner must submit to the Association the name, address, and telephone number of the prospective purchaser or tenant; a copy of the executed contract for sale or lease agreement; and such other information as requested by the Association.
3. A Lease may not be for a period of less than three (3) months.
4. No more than one (1) rental is permitted within a twelve (12) consecutive month period.
5. Subleasing is not permitted.
6. The Lessor shall be responsible for the full and faithful performance of the Lease in accordance with the provisions of the James Court governing documents and those of the Master Declaration as amended from time to time.

PRINT OR TYPE

This notification is for a Sale Listing _____ - Lease _____
Date _____

Property Owner Name(s) _____

James Court address _____

James Court Telephone # _____

Alternate Address _____

Alternate Telephone # _____

Realtor Name _____

Agent Name _____

Address _____

Telephone # _____

Lessee Name _____
 Permanent Address _____
 Telephone # _____
 Name(s) of other Lessee Occupants (if any) _____
 Lease dates: From _____
 To _____
 Vehicle Identification: Make _____
 Model _____
 License Plate # _____
 List any Pets _____

In the event of a Lease, in submitting this notification, we do hereby declare that all occupants and invitees of the aforementioned Property:

1. Have been made aware of all restrictions, rules and regulations of the James Court Property Owners Association, Inc. Only the persons named on this notification may be residents in the Leased property. Corporations, Partnerships, Trusts and the like may not be lessees.
2. Understand that any violation of the restrictions, rules and regulations as defined in the James Court governing documents may provide cause for immediate action as therein provided or termination under appropriate circumstances.
3. Understand that the acceptance of a signed Lease for a property in James Court is conditioned upon the truth and accuracy of this notification. Occupancy prior to notification of a signed Lease is prohibited.

Signature of Property Owner(s) _____

 Date _____

(November 2014)