

RULES AND REGULATIONS FOR JAMESTOWN SQUARE AT LAKERIDGE

The definitions contained in the Declaration of Covenants, Restrictions and Easements for Jamestown Square at Lakeridge ("*Declaration*") are incorporated herein as part of these Rules and Regulations.

1. The walkways, entrances and driveways shall not be obstructed or used for any purpose other than ingress and egress to and from the building(s) and the other portions of Jamestown Square at Lakeridge.

2. The exterior of the Homes and all other areas appurtenant to a Unit shall not be painted, decorated or modified by any Owner in any manner without the prior written consent of the Association by its Board and the Committee.

3. No article including, but not limited to, cloth, clothing, rugs or mops shall be hung or shaken from the windows of the Homes or placed upon the outside window sills of the Homes without the prior consent of the Board.

4. No personal articles shall be allowed to stand on any portion of the Association Property.

5. No Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Homes or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Owners.

6. Each Owner shall keep such Home in a good state of preservation and cleanliness.

7. Each Owner who plans to be absent from this Home during the hurricane season must prepare his Home prior to his departure by:

(a) Removing all furniture, potted plants and other movable objects from his porch, balcony, or patio, if any; and

(b) Designating a responsible firm or individual satisfactory to the Association to care for his Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

8. Each Owner shall regularly pick up all garbage, trash, refuse or rubbish outside his Home, and no Owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of Jamestown Square at Lakeridge. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a Home or fenced-in area, screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

9. No Owner shall request or cause any employee or agent of the Association to do any private business of the Owner, except as shall have been approved in writing by the Association.

10. The agents and employees of the Association and any contractor or workman authorized by the Association may enter any Home at any reasonable hour of the day for the purpose permitted under the terms of the Jamestown Square at Lakeridge Documents. Entry will be made by prearrangement with the Owner, except under circumstances deemed an emergency by the Association or the manager, if any, in which case, access is deemed permitted regardless of the hour.

11. No vehicle or other possessions belonging to an Owner or to a member of the family or guest, invitee or lessee of an Owner shall be positioned in such manner as to impede or prevent ready access to another Owner's Garage. The Owners, their family members, guests, invitees and lessees will obey the parking regulations posted in the private streets, parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort and convenience of the Owners.

12. Except in an emergency, an Owner shall not cause or permit the blowing of any horn from any vehicle or which he, his family members, guests, invitees or lessees shall be occupants.

13. No Owner shall use or permit to be brought into the Home any flammable oils, or fluids, such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, except as may be necessary in connection with a permitted use of a patio, if any.

14. The Association may retain a passkey to each Home. If an Owner alters any lock or installs a new lock on any door leading into his Home, such Owner shall provide the Association with a key for the use of the Association and the Board.

15. There shall be a \$50.00 lock-out charge if the Association is requested to furnish keys for access to an Owner who has locked himself out of his Home.

16. Any damage to the property or equipment of the Association caused by any Owner, family member, guest, invitee or lessee shall be repaired or replaced at the expense of such Owner.

17. Each Owner shall be held responsible for the actions of his family members, guests, invitees and lessees.

18. Complaints regarding the management of the Area(s) of Common Responsibility or Association Property or regarding actions of other Owners shall be made in writing to the Association.

19. An Owner shall show no sign, advertisement or notice of any type on the Association Property or in or upon his Home so as to be visible from the Association Property, or any public way.

20. Pets are permitted in accordance with the Declaration. However, under no circumstances will a pit bull be permitted on any portion of Jamestown Square at Lakeridge. Additionally, no horses, cows, pigs, swine, goats, chickens, pigeons or any such animals, fowl or reptiles shall be kept in Jamestown Square at Lakeridge. Any pet must be carried or kept on a leash when outside of a Home. An Owner shall immediately pick up and remove any solid waste

deposited by his pet. The Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal at Jamestown Square at Lakeridge. If a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Owner, upon written notice by the Association, will be required to dispose of the animal.

21. No clothesline or other similar device shall be allowed on any portion of the Common Areas.

22. No boats, boat trailers, recreational vehicles, house trailers, motor homes, go-carts or trailers, whether of a recreational nature or otherwise, other than four-wheel passenger automobiles determined acceptable by the Board, shall be placed, parked or stored within Jamestown Square at Lakeridge except in a closed garage. No maintenance or repair shall be done upon or to any such vehicles, except where totally isolated from public view. The Association shall have the right to authorize the towing away of any vehicles in violation of the decisions made by the Board with the costs to be borne by the owner or violator.

23. An Owner shall not install any screen doors, roll-ups, storm shutters, awnings, hardware or the like without the prior written approval of the Committee as to design and color and, in any event, Committee approval shall not be granted unless such items substantially conform to the architectural design of Jamestown Square at Lakeridge and the design of any of such items which have been previously installed at the time Committee approval is requested. Approval by the Committee, however, does not and shall not be construed to constitute approval or conformance with the county or city building codes. It shall be the responsibility of each Owner to check with all applicable governmental and quasi-governmental agencies and to obtain the appropriate permits prior to installation of any of the foregoing items.

24. Garages may be used only for the parking of motor vehicles, parking of prohibited vehicles and for minimal storage (i.e. chairs, tools, etc.) No Garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a Garage originally intended for the parking of an automobile shall be converted into a living space or full storage area. No individual air conditioning units shall be permitted in a Garage. All Garage doors shall remain closed when not in use by a vehicle entering or exiting the Garage. No Garage may be painted or the color or appearance otherwise altered by the Owner without the prior written consent of the Committee.

25. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done, in or upon any portion of Jamestown Square at Lakeridge which can be reasonably construed to constitute a nuisance, public or private in nature.

26. The procedure for reporting violations of these Rules and Regulations shall be as follows:

Any Owner may report a violation of the Rules and Regulations to the Association (or its management company, if any) in writing. All violation reports are to be submitted in writing and will be considered confidential.

27. The procedure for enforcing these Rules and Regulations shall be as follows:

(a) First Offense (1st Notice). When the Association becomes aware of noncompliance of a rule or regulation by an Owner, family member, guest, invitee or lessee, it shall send a certified letter to the Owner advising him of the rule which he has been accused of violating and warning that strict compliance with these Rules and Regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

(b) Second Offense (2nd Notice). If the Association receives a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board after verifying the violation, may authorize a fine to be levied upon the Owner. The fine for a second offense may be not in excess of the maximum amount permitted by law. Notice of a second violation shall be sent to the Owner by certified mail.

(c) Third Offense (3rd Notice). If the Association receives a third report that a violation has been repeated or has continued beyond the time specified within the second notice, the Owner may be charged a fine not in excess of the maximum amount permitted by the law following verification of the violation by the Board.

(d) Fourth Offense (4th Notice). For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through the court action.

(e) Exemptions and Hearings.

(1) Any Owner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

(2) A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing as set forth in the rules and regulations; provided, however, that no such fine shall in the aggregate exceed the maximum amount permitted by law.

28. An Owner who fails to timely pay any Assessment shall be charged a late charge by the Association for such late Assessment in an amount not to exceed the maximum amount permitted by the Act. Owners shall be responsible to pay all court costs and legal fees incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced. The Association may charge an administrative fee in addition to any interest charged in accordance with the Declaration in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the assessment for each delinquent assessment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

29. Before levying a fine against an Owner for failure to abide by any provision of the Declaration, the Bylaws or these Rules and Regulations, the Board shall:

(a) Afford the Owner against whom the fine is sought to be levied an opportunity

for hearing before a committee of other Owners after reasonable notice of not less than fourteen (14) days and said notice shall include:

- (i) A statement of the date, time and place of the hearing;
- (ii) A statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated; and
- (iii) A short and plain statement of the matters asserted by the Association.

In the event that the committee of Owners does not agree with the fine, a fine may be levied.

(b) Provide an opportunity to the Owner against whom the fine may be levied to respond, present evidence and provide written and oral argument to the committee of Owners other than the Owner against whom the fine may be levied on all issues involved and shall have an opportunity to review, challenge and respond to any other material being considered.

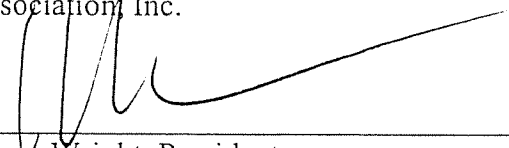
30. Any consent or approval given under these Rules and Regulations by the Association shall be revocable at any time by the Board.

31. The Owners should also refer to the Use Restrictions contained in Article X of the Declaration which are binding upon all Owners.

32. These Rules and Regulations may be modified, added to or repealed at any time by the Association.

By Resolution of the Board of Directors of
Jamestown Square at Lakeridge Homeowner's
Association, Inc.

Approved By: _____


Glenn Wright, President

**JAMESTOWN SQUARE AT LAKERIDGE
HOMEOWNERS ASSOCIATION. INC.
(Florida Association Not For Profit)**

PRELIMINARY HOMEOWNERS ASSOCIATION BUDGET

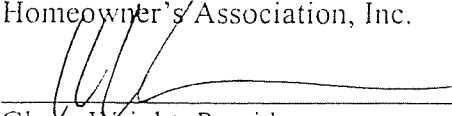
	TOTAL ANNUALLY	PER UNIT MONTHLY
Administrative Expenses (Note 1)	\$2,000.00	\$9.81
Landscape Maintenance of Common Areas	\$6,000.00	\$29.42
Other Site Maintenance and Repairs	\$4,800.00	\$23.53
Insurance-General Liability, Directors and Officers	\$4,000.00	\$19.61
Common Area Electric	\$7,200.00	\$35.30
 Preliminary Association Budget	 \$24,000.00	 \$117.67 \$353.01 Quarterly (Notes 2, 3, & 4)

NOTES:

- (1) Includes fees paid to a professional management company to be selected at a later date
- (2) Expresses monthly to allow for personal planning purposes only; billings will be collected quarterly
- (3) Based upon 17 total units at full build-out; expenses in 2003 dollars (estimated)
- (4) Developer's Guaranteed Assessment

Approved by Jamestown Square at Lakeridge
Homeowner's Association, Inc.

By:


Glenn Wright, President