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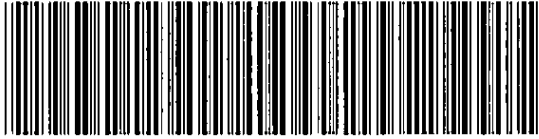
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TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
LANDMARK BAPTIST VILLAGE, INC.
A Florida Not for Profit Corporation
INTO
LANDMARK BAPTIST CHURCH, INC.
A Florida Not for Profit Corporation,
the Survivor

The following articles of merger are submitted in accordance with the Florida Not for Profit Corporation Act, pursuant to Section 617.1105, Florida Statutes.

First. The name and jurisdiction of the surviving corporation:

Name: Landmark Baptist Church, Inc.
Jurisdiction: Florida
Document Number: N21000006185

Second. The name and jurisdiction of the merging corporation:

Name: Landmark Baptist Village, Inc.
Jurisdiction: Florida.
Document Number: N22000008177

Third. The Plan of Merger is attached.

Fourth. The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

Fifth. Adoption of Merger by Surviving Corporation

There are no members or members entitled to vote on the plan of merger.

The plan of merger was adopted by the Board of Directors on November 13, 2023. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:

5 FOR
0 AGAINST

This vote also constitutes a majority vote of the directors then in office.

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TALLAHASSEE, FLORIDA

Sixth. Adoption of Merger by Merging Corporation

There are no members or members entitled to vote on the plan of merger.

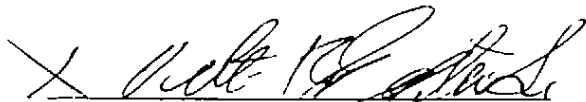
The plan of merger was adopted by the Board of Directors on November 13, 2023. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:

5 FOR

0 AGAINST

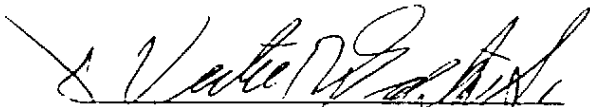
This vote also constitutes a majority vote of the directors then in office.

Seventh. Signatures for Each Corporation:



Landmark Baptist Church, Inc.

By: Victor R. Grafton, Sr., President



Landmark Baptist Village, Inc.

By: Victor R. Grafton, Sr., President

PLAN OF MERGER
OF
LANDMARK BAPTIST VILLAGE, INC.
A Florida Not for Profit Corporation
INTO
LANDMARK BAPTIST CHURCH, INC.
A Florida Not for Profit Corporation.
the Survivor

1. Landmark Baptist Village, Inc., a Florida not for profit corporation (“Village”), shall merge into Landmark Baptist Church, Inc. (“Association”), which shall be the Survivor and carry on under the name of Landmark Baptist Church, Inc. (“Survivor”).

2. The Village shall merge into the Association, which shall be the Survivor and shall assume and be liable for all of the Village’s assets and liabilities, if any. To the extent there are Members of the Village who are not members of the Association, such Members shall become members of the Association as of the effective date of the merger.

3. A. The capital account, as well as any other accounts, monies, property, and finances (if any) of the Village will merge into the Association and the Members, if necessary, will be credited accordingly for their contributions for assessments and dues.

B. Any interests that the Village holds in and to any common areas, streets, roads, alleyways, easements, and other similar areas shall be merged into the Association, who shall hereafter have and assume any and all rights, obligations, and duties thereto.

C. Any contracts or agreements that the Village holds that are not fully completed shall be merged into the Association, who shall hereafter have and assume any and all rights, obligations, and duties thereto.

D. This Plan of Merger shall not be construed as an assumption or acquisition of any tort claim, matured debt, contingent debt, or other liability of the Village by the Association unless the Association assumes or acquires such an obligation in a separate signed writing that expressly lists and describes the obligation being assumed or acquired.

4. The Articles of Incorporation of the Survivor shall be as set forth in Exhibit “A” attached hereto.

5. The Bylaws of the Survivor shall be as set forth in Exhibit “B” attached hereto.

6. The Declaration of Restrictions, as amended, shall be as set forth in Exhibit “C” attached hereto.

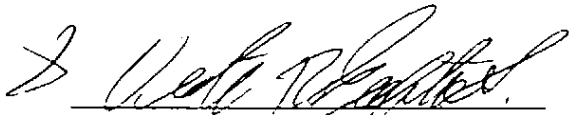
7. This Plan of Merger as required by Section 617.1103(1)(b) was unanimously approved by the Board of Directors of the Village on November 13, 2023; the number of which also constituted a majority vote of the number of directors then in office. There are no members of the

Village entitled to vote on the merger or the plan of merger.

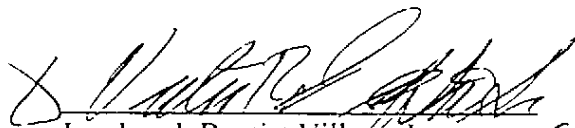
8. This Plan of Merger as required by Section 617.1103(1)(b) was unanimously approved by the Board of Directors of the Association on November 13, 2023; the number of which also constituted a majority vote of the number of directors then in office. There are no members of the Association entitled to vote on the merger or the plan of merger.

9. Copies of this Plan of Merger shall be made available to any Member of the Village or the Association at the Office of the Association in Haines City, Florida, upon request.

Unanimously approved by the Board of Directors of the Village and the Association on November 13, 2023.



Landmark Baptist Church, Inc.
By: Victor R. Grafton, Sr., President



Landmark Baptist Village, Inc.
By: Victor R. Grafton, Sr., President

Exhibit "A"
Articles of Incorporation of Landmark Baptist Church, Inc.

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
LANDMARK BAPTIST CHURCH, INC.

FILED
2021 SEP 17 PM 6:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 617.1006, Florida Statutes, this Florida Not for Profit Corporation adopts the following amendments to its Articles of Incorporation:

1. The previously adopted Articles of Incorporation of Landmark Baptist Church, Inc., are hereby deleted and replaced with the following:

ARTICLE I

NAME

The name of the corporation is LANDMARK BAPTIST CHURCH, INC., sometimes hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 2020 E. Hinson Ave., Haines City, FL 33844.

ARTICLE III

PURPOSES AND POWERS

The Association has been formed as a nonprofit corporation to provide for the ownership, maintenance, preservation and architectural control of the residential lots and certain common and dedicated properties located in a development known as Landmark Baptist Village, (The "Properties") situated in or about Haines City, Florida, as described in the master Declaration of Covenants, Conditions and Restrictions of Landmark Baptist Village, together with any amendments thereto (the "Declaration") which has been filed in the Public Records of Polk County, Florida, a copy of which is presently filed in the offices of Landmark Baptist Church, Inc., of Haines City, Florida (also sometimes known as "Landmark Baptist Church, Inc."), ("Church" or "the Church") in Haines City, Florida, and to perform other specific purposes and powers as set forth below, and to be more fully set forth in the Declaration. The Association will not permit pecuniary gain or profit to the members nor distribution of its income to its officers or directors.

PURPOSES: The Association shall exist for all of the following purposes:

(a) To own, operate and maintain certain common and dedicated properties within the Properties (as set forth in the Declaration and other governing documents of the Association);

(b) To perform any such actions and to conduct any business or activities that a nonprofit organization can lawfully conduct under Florida law; and

(c) To take such actions as the Association authorizes pursuant to the Articles of Incorporation, which are consistent with these Articles and with the Declaration and all of the powers and authority reasonably necessary or appropriate to the operation of a residential community including, but not limited to, the following powers:

POWERS: The Association shall have all of the common law and statutory powers of a Florida corporation not for profit which are consistent with these Articles and with the Declaration and all of the powers and authority reasonably necessary or appropriate to the operation of a residential community including, but not limited to, the following powers:

(a) To exercise all the powers and privileges and to perform all the duties and obligations of the Association set forth in the governing documents, as the same may be amended from time to time as therein provided, and the governing documents are hereby incorporated herein by reference and made a part hereof;

(b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments and assessment liens pursuant to the terms of the governing documents; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To enforce any and all covenants, conditions, restrictions and agreements applicable to the Development, and to promulgate reasonable rules and regulations to govern the occupancy and use of the common areas, roads, lots, easements, rights of way, as well as the conduct of lot owners and their invitees, licensees, guests and others who enter the Properties for any reason;

(d) To pay taxes, if any on the Common Areas and Dedicated Areas and any other common and dedicated properties of the Association (as set forth in the Declaration);

(e) To acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(f) To borrow money, and to mortgage pledge deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that such borrowing shall have the assent of eighty percent (80%) of each class of the Members (as hereinafter defined entities to vote);

(g) To dedicate, sell or transfer all or any part of the Common Areas and the Dedicated Areas and any other common area or assets owned by the Association to any Public agency, authority, or utility for such purposes and subject to conditions as may be agreed to by a majority of the Members present at a membership meeting duly called and noticed for such a purpose;

(h) To participate in mergers and consolidations with other nonprofit corporations organized for the same purpose or annex additional Common Areas or Dedicated Areas, provided further that no such assent shall be required as a condition to accepting conveyance of Common Areas pursuant to the Declaration or to accepting conveyance of Dedicated Areas pursuant to the Declaration;

(i) Subject always to the Declaration, to have and to exercise any and all powers, rights and privileges which a corporation organized under the Florida Nonprofit Corporation Law and under general law;

(j) To operate and maintain the surface water management system as permitted by the Southwest Florida Water Management District and any other governing body, including, but not limited to, all lakes, retention areas, culverts and related appurtenances;

(k) Operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District and any other governing body, including, but not limited to, all lakes, retention areas, culverts and related appurtenances; and

(l) To annex, merge, bring in, join with, or otherwise incorporate or add such other lands and developments into the jurisdiction of the Association and into the recognized Properties of the Association as the Board of Directors shall determine reasonable to do under the circumstances; however, such actions shall be conditioned upon the affirmative vote of at least three members of the Association.

ARTICLE IV

MEMBERSHIP

Every person or entity who is a record owner of a lot or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including those purchasing under an agreement for deed or other contract construed as a mortgage in the State of Florida, shall be a member of the Association. Those holding mere legal title under an agreement for deed or other contract construed as a mortgage in the State of Florida shall not be considered a member of the Association. The provisions of this Article are not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot. It is understood that each unimproved lot shall consist of one lot and each lot upon which a single-family dwelling is construed shall consist of one lot. In addition, and pursuant to the CCRs, the membership of the Church are also members

of the Association. The Board of Directors, by resolution, may promulgate additional rules and regulations regarding membership qualifications, which may include, but is not limited to, approval of prospective purchasers and others prior to entrance into the Properties.

ARTICLE V

VOTING RIGHTS

Voting membership shall be as follows:

CLASS A. Class A member(s) shall be all members of the Association as provided for in Article IV of these Articles. Members of the Association who are lot owners shall be entitled to one vote for each lot owned. When more than one person holds interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Members who are the owner of a lot in Landmark Baptist Village, as provided herein, shall pay the normal and any special assessments which may from time to time be fixed by the Board of Directors of the Association, and timely payment of such assessments, pursuant to the governing documents and governing law, is a condition precedent to membership in the Association. The foregoing shall not include persons or entities who hold an interest merely as security for the performance of an obligation; and nothing in the paragraph shall be construed as expanding the classes of eligible members beyond those provided for in Article IV of these Articles. Membership may be conditioned on additional terms and conditions as set forth by the Board of Directors of the Association, and it shall be appurtenant to and may not be separated from the ownership of any Lots as outlined herein.

A member not in good standing with the Association shall include a member that has failed to pay any assessments, charges and costs of the Association during the time period allowed for the payment of same. A member not in good standing with the Association may be denied the right to vote at the Association meetings or to hold office within the Association as well as the use of any recreational facilities within the common areas of the Associations or the use thereof by immediate family members, guests and invitees.

ARTICLE VI

QUORUM

The Members holding 30% of the votes allocated under Article V of these Articles, represented in person or by proxy, shall constitute a quorum at meeting of Members.

If less than a quorum are represented at a meeting, the meeting shall be adjourned automatically. The Board of Directors may, but is not required to, attempt to reschedule and renotify

the meeting. At any such rescheduled and renoticed membership meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally scheduled and notified. The members present at a duly constituted meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors who need not be Members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association or by resolution of the Board of Directors of the Association, but shall never be less than three (3) directors or more than nine (9). The Directors are appointed or elected as stated in the bylaws and the duly promulgated rules and regulations of the Association. The names and addresses until the selection of their successors are:

Victor R. Grafton, Sr., 2020 E. Hinson Ave., Haines City, FL 33844.
Dr. Randolph A. Smith, 2020 E. Hinson Ave., Haines City, FL 33844.
Wallace A. Roberts, 2020 E. Hinson Ave., Haines City, FL 33844.
Brian D. Baker, 2020 E. Hinson Ave., Haines City, FL 33844.
Terrence Donohue, 2020 E. Hinson Ave., Haines City, FL 33844.
Barry Edward Parsons, 2020 E. Hinson Ave., Haines City, FL 33844.

The directors may, by bylaw or resolution, fix the term of office for all directors, as well as provide for qualifications for Board members and Board membership. However, unless contrary provisions are made by bylaw or resolution, each director's term of office shall be for one (1) year, but all directors shall continue in office until their successors are duly elected and installed. There shall be held at each annual meeting of the Association an election of directors. Directors may serve successive annual terms without limitation.

ARTICLE VIII

OFFICERS

The affairs of the Association shall be administered by a president, vice president, a secretary, a treasurer, and such other officers as may be designated in the Bylaws. A person may hold more than one officer position, and an officer need not be a Member of the Association. All officers serve at the will of the Board of Directors, who may appoint and remove any officer at any time with or without cause. The names and addresses of the officers who shall serve prior to the first appointment by the Board of Directors are as follows:

President: Victor R. Grafton, Sr., 2020 E. Hinson Ave., Haines City, FL 33844.

Vice President: Dr. Randolph A. Smith, 2020 E. Hinson Ave., Haines City, FL 33844.
Secretary: Wallace A. Roberts, 2020 E. Hinson Ave., Haines City, FL 33844.
Treasurer: Brian D. Baker, 2020 E. Hinson Ave., Haines City, FL 33844.

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the consent given in writing and signed by eighty percent (80%) of the membership, together with the consent of any governmental entity who is also required to consent to the dissolution. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association. A suitable and lawful dedication of all Association assets is a condition precedent to any dissolution of this Association.

ARTICLE X

INDEMNIFICATION

The Association shall, and does hereby, indemnify any persons ("indemnitees") for any and all liability arising from their official capacities or from any acts committed or failure to act by them in their official capacities as officers or directors of the Association, including acts which are adjudged by a court of law to have constituted negligence or misconduct in the performance of their duty to the Association, and resulting from judgments, fines, or amounts paid in settlement which are incurred in any action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether such action, suit, proceeding is commenced during or subsequent to their tenure as officers or directors of the Association ("Actions"). This Article shall not be construed in any way so that this Article violates any governing law.

The Association will reimburse indemnities for any and all actual and reasonable expenses, including, without limitation, attorneys' fees and court cost in trial and appellate tribunals ("Expenses") as incurred by indemnitees in actions. Notwithstanding anything to the contrary herein, the Association will not indemnify indemnitees for any liability or expenses incurred for actions for which indemnification by the Association is not permitted under general law. The indemnification provided in this Article shall be in addition to and shall not limit or modify any other rights to indemnity to which indemnitees are entitled including, without limitation, those rights conferred by general law.

ARTICLE XI

BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be amended, revised, or revoked, in whole or in part, at any time, by a vote of two-thirds (2/3) of the members

present in person or by proxy, or by a vote of two-thirds (2/3) of the Board of Directors present at any duly called regular or special meeting of the Board of Directors.

ARTICLE XII

DURATION

The Association shall have a perpetual existence.

ARTICLE XIII

AMENDMENTS

The Articles may be amended by a vote of eighty percent (80%) of the members at a meeting called for the purpose of considering the amendment of those Articles, or by resolution unanimously adopted by the Board of Directors present at any duly called regular or special meeting of the Board of Directors in which the proposed amendment is noticed for the meeting.

In addition, the Board of Directors, by majority vote of those present at any meeting of the Board of Directors, may amend, revise, or revoke any part of all of these Articles to bring any part or all of these Articles in compliance with any governing law; to bring it in compliance with any administrative or judicial directive; or any combination of the foregoing.

ARTICLE XIV

SUBSCRIBERS

The name and address of the subscribing incorporator of these Articles of Incorporation is:

Dr. Randolph A. Smith, 2020 E. Hinson Ave., Haines City, FL 33844.

ARTICLE XV

REGISTERED AGENT - REGISTERED OFFICE

The registered office of the Association is 2020 E. Hinson Ave., Haines City, FL 33844. The registered agent is Victor R. Grafton, Sr., a resident of the State of Florida whose business office is identical with that of the registered office.

ARTICLE XVI


DEFINITIONS

For the purposes of these Articles, the following definitions shall control:

1. "Governing documents" shall mean the a) Declaration of Covenants, Conditions and Restrictions of Landmark Baptist Village, recorded in OR Book 2428, Page 0437, Public Records of Polk County, Florida, together with any amendments thereto ("the CCRs"); b) these Articles, together with any amendments thereto; c) the Bylaws, together with any amendments thereto; and d) any duly promulgated rule, regulation, or policy statement of the Board of Directors of any of its committees, together with any amendments thereto.

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

Dated this 12 day of September, 2021.


Victor R. Grafton, Sr., Registered Agent

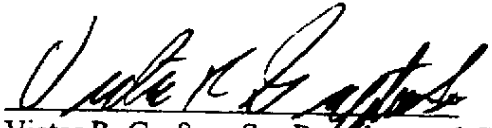
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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There are no members or members entitled to vote on the amendments. The amendments were approved by the Board of Directors.

Dated this 12 day of September, 2021.



Victor R. Grafton, Sr., President and Chairperson of the Board

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2021 SEP 17 PM 6:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

Landmark
Articles of Amendment to Amended and Restated Articles of Incorporation
Landmark Baptist Church, Inc.

2023 SEP 18 AM 10:02

CLERK OF THE CLERK OF STATE
1000 APOLLO BLVD
TALLAHASSEE, FL 32310

Pursuant to the provisions of Section 617.1006, Florida Statutes, this Florida Not for Profit Corporation adopts the following amendment(s) to its Amended and Restated Articles of Incorporation:

(Note: For the purposes of the amendments, ~~strikeout text, such as this, indicates deleted text.~~
Underlined text, such as this, indicates added text.)

1. Article III, Subsection (g) on Page 3 of the Amended and Restated Articles of Incorporation are hereby amended as follows:


(g) To dedicate, sell, ~~or transfer, lease, pledge for credit, or otherwise convey or deal with~~ all or any part of the Common Areas and the Dedicated Areas and any other common area or assets, as well as any interest contained therein, owned by the Association to any Public agency, authority, nonprofit organization, or utility for such purposes and subject to conditions as may be agreed to by a majority of the Members present at a membership meeting duly called and noticed for such a purpose (however, this shall not be construed as interfering with the right of the Board of Directors to bring in new lands under subsection (l) of this Article, whether by acquisition, annexation, merger with another organization possessing land, or otherwise):

2. Article III, Subsection (l) on Page 3 of the Amended and Restated Articles of Incorporation are hereby amended as follows:

(l) To annex, merge, bring in, join with, or otherwise incorporate or add such other lands and developments into the jurisdiction of the Association and into the recognized Properties of the Association as the Board of Directors shall determine reasonable to do under the circumstances; however, such actions shall be conditioned upon the affirmative vote of at least three members of the Board of Directors of the Association. This amendment is intended to clarify governing law on the subject and is intended to correct a typographical error in the original text. To the extent allowed by law, this amendment shall be retroactive to the original effective date of these Amended and Restated Articles of Incorporation.

There are no members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the Board of Directors on September 5, 2023, and is effective immediately upon passage.

Dated 9/5/2023

X 

Bylaws of Landmark Baptist Church, Inc.

Article I Name

This corporation shall be known as Landmark Baptist Church, Inc., a Florida corporation not for profit (hereinafter called the "association") as set forth in Articles of Incorporation filed with the Secretary of State (hereinafter called the "articles").

Article II Offices

The principal office of the association shall be 2020 E. Hinson Ave., Haines City, FL 33844. The association may also have offices at such other places both within and without the State of Florida as the board of directors may from time to time determine or the business of the association may require.

Article III Definitions

Section 1. "Association" shall mean and refer to Landmark Baptist Church, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the master Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by Landmark Baptist Church, Inc., or easement rights granted to the Association to be used and enjoyed equally by all lot owners, including that portion of the platted subdivision that is designated as a retention area for the purposes of holding storm and drainage water. The Association shall operate and maintain the surface water management system facilities, if any. The surface water management system facilities shall include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds lakes floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. The Association shall have an easement and/or license of entry over any lot for the purposes of maintenance of drainage easements, drainage retention areas, and/or surface water management facilities within the Subdivision. Common areas shall also mean street lighting any other areas referred to as common areas on the plat.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties within the exceptions of the common areas and dedicated areas within the development.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 6. "Church" or "the Church" shall mean and refer to Landmark Baptist Church, Inc., of Haines City, Florida, which is also known or referred to as "Landmark Baptist Church, Inc.", its successors and assigns.

Section 7. "Maintenance" shall mean the exercise of reasonable care in keeping the common areas in an acceptable condition. The Association is responsible for operation and maintenance of the surface water management system facilities. Operation, maintenance, and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.

Section 8. "Declaration" shall mean and refer to the master Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the official record books of Polk County, Florida, together with any subsequent amendments thereto.

Section 9. "Member" shall mean and refer to those persons entitled to membership as provided in Article IV of the Articles of Incorporation.

Article IV Meetings of Members

Section 1. Annual meetings: the first annual meeting of the members shall be held in a month, year, and date determined by the board of directors and each subsequent regular annual meeting of the members shall be held on a date and time to be determined by the board of directors. If the day for the annual meeting of the members is a legal holiday the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special meetings: special meetings of the members may be called at any time by the president or by the board of directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of meetings: written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the association, or supplied by such member to the association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum: the presence at the meeting of members entitled to cast, or of proxies entitled to cast 30% of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the declaration, or these Bylaws.

Section 5. Proxies: at all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

Article V Board of Directors

Section 1. Number: the affairs of this association shall be managed by a board of directors, who need not be members of the association. The number of directors shall always be an odd number no less than three (3) or more than nine (9).

Section 2. Term of office: at the first meeting the members shall elect three (3) directors for a term of one year.

Section 3. Removal: any director may be removed from the board, with or without cause, by a majority vote of the members of the association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation: no director shall receive compensation for any service he or she may render to the association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action taken without a meeting: to the extent permitted by law, the directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Article VI Powers and duties of the board of directors

Section 1. Powers: the board of directors shall have all the powers granted to a director under general law and the power to:

(a) adopt and publish rules and regulations governing the use of lots, the common areas, and dedicated areas, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be default in the payment for more than thirty days of any

assessment levied by the association. Such rights may also be suspended after notice and hearing, as provided by general law, for infraction of the CCRs, any published rules and regulations, or any combination of both;

(c) exercise for the association all powers, duties and authority vested in or delegated to this association and not reserved to the membership by other provisions of these bylaws the articles of incorporation, or the declaration;

(d) declare the office of a member of the board of director to be vacant in the event such member shall be absent from three consecutive regular meetings of the board of directors;

(e) enter into management agreements or employ a manger, an independent contractor, or such other employees as they may deem necessary, and to prescribe their duties; and

(f) promulgate reasonable rules and regulations that provide conditions and qualifications for eligibility for membership in the Association, as well as conditions and qualifications for eligibility for officers and directors of the Association.

Section 2. Duties: it shall be the duty of the board of directors to:

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members at any special meeting when such statement is requested in writing by one-fourth (1/4) of the class a members who are entitled to vote;

(b) supervise all officers, agents and employees of this association, and to see that their duties are properly performed;

(c) as more fully provided in the declaration

(1) fix the amount of the annual assessment against at least thirty days in advance of each annual assessment period;

(2) send written notice of each assessment to every owner subject thereto at least thirty days in advance of each annual assessment period, and;

(3) foreclose the lien against any property for which assessments are not paid within thirty days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue or to cause an appropriate officer to issue upon demand by any person a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the certificate. A payment made by or under the certificate shall be conclusive evidence of such payment;

(e) procure, pay for and maintain adequate liability and hazard insurance on real personal property owned by the association;

(f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate; and

(g) cause the common areas and dedicated areas to be maintained;

(h) perform any other actions or conduct any other activities that are permitted under general law.

Article VII Officers

Section 1. Enumeration of officers: the officers of this association shall be a president, vice president, a secretary, and a treasurer, who may also be members of the board of directors, and such other officers as the board may from time to time by resolution create.

Section 2. Election of officers: the election of officers shall take place at the first meeting of the board of directors following each annual meeting of the members.

Section 3. Term: the officers of this association shall be elected annually by the board of directors and each shall hold office for one (1) year unless he shall sooner resign or shall be removed, or otherwise.

Section 4. Special appointments: the board may elect such other officers as the affairs of the association may require, each of whom shall hold office for such period, have such authority and perform such duties as the board may, from time to time, determine.

Section 5. Resignation and removal: any officer may be removed from office with or without cause by the board. Any officer may resign at any time giving written notice to the board, the president or the secretary. Such resignation shall take effect on 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 necessary to make it effective.

Section 6. Vacancies: a vacancy in any office may be filled by appointment by the board of directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple offices: one person may hold more than one officer position in the association.

Section 8. Duties: the duties of the officers are those duties imposed by general law and as follows:

President

(a) the president shall preside at all meetings of the board of directors; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) the vice president shall act in the place and stead of the president in the event of absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board of directors.

Secretary

(c) the secretary shall record the votes and keep the minutes of all meetings and proceedings of the board of directors and of the members; keep the corporate seal of the association and affix it on all papers requiring said seal; serve notice of meetings of the board of directors and of the members; keep appropriate current records showing the members of the association together with their addresses; and shall generally keep the books and records of the Association.

Treasurer

(d) the treasurer shall receive and deposit in appropriate bank accounts all monies of the association and shall disburse such funds as directed by resolution of the board of directors; shall sign all checks and promissory notes of the association; keep proper books of account; cause an annual inspection of the association books to be made by the treasurer or other suitable person or persons at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to members.

Article VII Committees

Section 1. Creation and function of committees: the board of directors may, by resolution passed by a majority of the whole board, designate committees, each to consist of two or more individuals and supervised by at least one of the directors of the association. Committees shall have such functions and may exercise the powers of the board of directors as can be lawfully delegated and to the extent provided in the resolution or resolutions creating such committee or committees.

Section 2. Meeting of committees: regular meetings of committees may be held at such time and at such place as shall from time to time be determined by such committee, and special meetings of the committees may be called by any member thereof upon two (2) days notice to each of the other members of such committee, or on such shorter notice as may be agreed to in writing by each of the other members of such committee. Committees with the power to spend money must provide notice of its meetings to the membership as required by general law.

Section 3. Vacancies on committees: vacancies on the committees shall be filled by the board of directors then in office at any regular or special meeting.

Section 4. Quorum of committees: at all meetings of the committees, a majority of the committee's membership in office shall constitute a quorum for the transactions of business.

Section 5. Manner of acting of committees: the acts of a majority of the members of the committees, present at any meeting at which there is a quorum, shall be the act of such committee.

Section 6. Minutes of committees: committees shall keep regular minutes of their proceedings and report the same to the board of directors when required.

Article IX
Books and Records

The books, records and papers of the association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the Bylaws of the association shall be available for inspection by any member at the principal office of the association, where copies may be purchased at reasonable cost.

Article X
Fiscal year

The fiscal year of the association shall begin on January 1.

Article XI
Rules of Order

Robert's Rules of Order shall be the parliamentary authority for all matters of procedure not specifically covered by these by laws, as modified by local custom and tradition.

Article XII
Amendments

Section 1. These Bylaws may amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy. In addition, these Bylaws may be amended by a vote of a majority of members present at a duly convened meeting of the Board of Directors. Also, the Board of Directors, by majority vote of those present at any meeting of the Board of Directors, may amend, revise, or revoke any part of all of these Bylaws to bring any part or all of these Bylaws in compliance with any governing law; to bring it in compliance with any administrative or judicial directive; or any combination of the foregoing.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these bylaws, the Declaration shall control.

Article XIII
Assessments

As more fully provided in the Declaration, and except as otherwise provided in the Declaration, each member is obligated to pay to the association initial assessment, annual assessment, and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate provided for in the CCRs of the association; and if no such number is provided for in the CCRs, then the highest rate

of interest permitted by law. The association may bring an action of law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest and cost and all attorneys' fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common are or abandonment of his lot.

Article XIV
Corporate Seal

The association may have a seal in circular form having within its circumference the words: Landmark Baptist Church, Inc., a corporation not for profit.

I hereby certify that the foregoing is a true and correct copy of the Bylaws of this Association.

Dated 9/12/21

Wallace A. Roberts

Wallace Roberts

Secretary

Landmark Baptist Church, Inc.

Exhibit "C"

Declaration of Restrictions of All Phases of Landmark Baptist Village

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LANDMARK BAPTIST VILLAGE

THIS DECLARATION made this 6th day of June, 1986, by LANDMARK BAPTIST CHURCH, INC., hereinafter called the "Developer."

WITNESSETH:

WHEREAS, LANDMARK BAPTIST CHURCH, INC., of Polk County, Florida, intends to develop the real property hereinafter described in the legal description of the subject property, hereinafter called the "Village", as shown on Exhibit "A" to this Declaration; and

WHEREAS, Developer has determined that in order to create a quality development within the Village, restrictions and covenants should be imposed on the property for the preservation of the property values of the owners therein;

NOW, THEREFORE, the Developer declares that the Village, or any portion thereof, shall be held, transferred, sold, conveyed and occupied subject to the Declaration and General Protective Covenants, as amended, and the supplemental restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth.

Each Owner, by the act of becoming such, shall be taken to have acknowledged and agreed:

(a) that the Village shall be the only property subject to Declaration; and

(b) that neither anything contained in this Declaration nor in any recorded or unrecorded plat, map picture, drawing, brochure, or other representation of a scheme of development, shall be construed as subjecting, or requiring Developer, the Association, or any successor or assignee to them, to subject this Declaration or any other Declaration or agreement any property or land now or hereafter owned by any of them other than the property in the Village as described above.

The fact that terms or provisions set forth in separate or additional declarations and agreements relating to property or lands other than the Village may be similar or identical, in whole or in part, to the restrictions set forth in this Declaration shall not be construed to mean that it was the intent or purpose therein to subject any additional property or lands to this Declaration or any terms or provisions thereof.

1. DEFINITIONS.

1.1. "Association" shall mean and refer to LANDMARK BAPTIST CHURCH, INC., a Florida corporation not for profit, and/or LANDMARK BAPTIST VILLAGE, a non-profit ministry of Landmark Baptist Church, Inc.

1.2. "Board" shall mean and refer to the Board of Directors of the Association, made up of the Church Pastor and Deacon Board.

1.3. "Common Areas" shall mean and refer to all real property, including any improvements and fixtures thereon, owned, leased or the use of which has been granted to the Association for the common use and enjoyment of its members. The Common

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Areas include private roads to be owned by the Association at the time of the conveyance of the first Lot, as described in Exhibit "A".

1.4 "Developer" shall mean and refer to LANDMARK BAPTIST CHURCH, INC. The term "Developer" shall also refer to any successors in interest to the Developer's rights and duties under this Declaration.

1.5 "Member" shall mean and refer to those persons who are entitled to membership in the Association as provided in the Association's Articles of Incorporation and this Declaration.

1.6 "Owner" shall mean and refer to any person or persons, entity or entities, who are the record owner of any fee interest in the Village, their heirs, successors, legal representatives and assigns, excluding those having such interest merely as security for the performance of an obligation.

1.7 "Lot" shall mean and refer to any or all of those sites in the Village, as further described in Exhibit "A".

2. PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO.

2.1 Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Haines City, Polk County, Florida, and is more particularly described in Exhibit "A" attached hereto, all of which property shall hereinafter be referred to as "Existing Property".

2.2 Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the Owner of any property who desires to submit to the coverage, jurisdiction and binding effect of this Declaration, and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants, Conditions and Restrictions. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the general plan of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established in this Declaration with respect to the Existing Property.

(b) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, The Properties, rights and obligations of another association may, by operation of law, be added to The Properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration with respect to the Existing Property together with the covenants and restrictions established by this Declaration with respect to the Existing Property together with the covenants and restrictions established upon any other

properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration with respect to the Existing Property except as hereinafter provided.

3. GENERAL RESTRICTIONS

3.1 Use and Occupancy Restrictions

A. The Village may be used for sites set aside for the building of separate houses or duplex and quadruplex units of block and plaster construction only.

B. Where legal title to a Lot is in the name of a corporation, trust, partnership or other entity, the Owner shall, by certificate delivered to the Secretary of the Association, designate one (1) family or person as the primary occupant of the Lot. There may be no more than one such designation in any twelve (12) month period. Except for the designated family or individual, no other family or individual may occupy the Lot without consent of the Association.

C. No Lot may be sold on a "time share" basis.

3.2 Adult Community. Landmark Baptist Village is an adult community. Use is restricted to adults; however, the Association may adopt rules permitting child guests for reasonable periods. Pets may be owned but cannot run loose outside owner's property.

3.3 Guests. The Association may adopt rules governing the number and conduct of guests of members.

3.4 Parking; Storage of Vehicles and Personal Property. No outside overnight parking of any boats, campers, trailers or junk type automobiles or similar equipment is permitted on any Lot, or in the recreation areas, or on the private roads of the Village.

3.5 Maintenance of Common Area. The general area shall be under the exclusive jurisdiction and responsibility of the Association for the purposes of installation, maintenance and replacement of the utility facilities and general road repair for which the association holds the right to assess a monthly or annual fee.

3.6 Signs. No sign of any kind shall be displayed to public view on any Lot or common area without the approval of the Association.

3.7 Completion of Village. Developer shall undertake the work of developing all Lots included within the Village. The completion of that work or the sale, rent, or other disposition of Lots is essential to the establishment and welfare of the village as an ongoing residential community. In order that such work may be completed and the Village established as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Developer, or the employees, contractors, or subcontractors of Developer, or of Developer's transferees, from doing whatever they may determine to be reasonable, necessary or advisable for the completion of the work and the establishment of the Village as a residential community. As used in this paragraph, the words, "its transferees" specifically excludes purchasers of Lots.

3.8 Improvements. All improvements to any Lot must be of design and construction approved by the Association. Any change in outside painting or color combination must be approved by the Association.

4. ASSOCIATION. The administration, management and ownership of the Common Areas shall be by LANDMARK BAPTIST CHURCH OR VILLAGE, a Florida corporation not for profit.

4.1 Delegation of Management. The Association may contract for the management and maintenance of the property and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common areas with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in these documents.

4.2 Membership. The membership of the Association shall be comprised of owners of Lots as well as the Landmark Baptist Church, Inc.

4.3 Board of Directors. Except as otherwise provided by law or by the documents, the Association shall act through its Board of Directors and its officers. The officers and Directors of the Association have a fiduciary relationship to the members.

4.4 Powers and Duties. The powers and duties of the Association include those set forth in this Declaration and the Articles of Incorporation. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the property.

4.5 Ownership. The Association has the power to purchase Lots and to acquire and hold, lease, mortgage, and convey them subject to the approval of a majority of the Board of Directors.

4.6 Membership Roster. The Association shall maintain a current roster of names and mailing addresses of owners. A copy of the up-to-date roster shall be available to each owner upon request.

4.7 Limitation on Liability. Notwithstanding the duty of the Association to maintain repair parts of the property, the Association shall not be liable to owners for property damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or unit owners or other persons.

5. COVENANT BETWEEN LANDMARK BAPTIST CHURCH AND VILLAGE AND HOMEOWNERS WITHIN THIS ASSOCIATION.

5.1 Homeowners will have a choice of maintenance packages, for which a monthly charge will be assessed.

(a) Minimum package is that of lawn care inclusive only of grass cutting.

(b) Enlarged lawn care package of cutting, fertilizing and bug spraying as deemed necessary.

(c) Total outside maintenance package of lawn care, house painting and roof replacement from general wear with all storm or accidental damage subject to owner's insurance coverage.

(d) Charges for these packages are subject to be increased at Board's annual meeting.

(e) If an owner chooses not to engage any package so offered, he is still held responsible for the main-

tenance and appearance of his property at a level acceptable to the Association and his neighbors.

5.2 Landmark Baptist Church further covenants to make a standing offer to purchase the owner's home back at any time following the first year of occupancy at the original purchase price, less any agreed amount allowed off for recognizable damage to the home.

5.3 All homeowners agree to pay for all utilities as metered and fixed by their separate meter to the City of Haines City or the appropriate power or utility company with no liability held by the Association or Developer.

6. RESTRICTIONS ON SALE, CONVEYANCE, LEASE, AND MORTGAGES.

6.1 General. In order to assure a community of congenial and financially responsible Owners and to protect the value of the homes within the Village, the conveyance, transfer, leasing and mortgage of Lots shall be subject to the provisions of this Section 6, and any conveyance, transfer, lease or mortgage which is not in accordance with these provisions shall be void, unless subsequently approved by the Association.

A. Sales or Lease. No Owner may convey, transfer or dispose of his Lot or any interest therein by sale, lease or otherwise (except to the spouse, children or parents of such Owner) without prior written approval of the Board, which approval shall be obtained in the following manner:

1. Notice to Association. Each and every time an Owner intends to make a sale or lease of his Lot or any interest therein, he (the "Offeror") shall give written notice to the Association of such intention (the "Notice") together with the name and address of the intended purchaser or lessee, the terms of such purchase or lease and such other information as the Association may reasonably require on forms supplied by the Association (the "Offering"). The giving of such Notice shall constitute a warranty and representation by the Offeror to the Association and any purchaser or lessee produced by the Association, as hereinafter provided, that the Offering is a bona fide offer in all respects. The Notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

2. Association's Election. Within thirty (30) days after receipt of the Notice, the Association, by its Board, shall either approve the Offering ("Approval") or in the instance of a sale deliver to the Offeror by written notice (the "Substitution Notice") the name and address of a purchaser approved by the Association to accept the terms of the Offering (the "Substituted Purchaser"). In the case of a lease which the Association disapproves, the Association shall give written notice of such disapproval within fifteen (15) days after the receipt of the Notice and shall not be required to substitute a lessee. The lease proposed in the Offering shall not be made.

(a) The Certificate of Approval shall be in writing in recordable form signed by the President or Member of the Board and it shall be delivered to the proposed purchaser or lessee named in the Offering. Failure of the Board to grant Approval or to furnish a substitute Purchaser within thirty (30) days with

respect to a sale or within fifteen (15) days with respect to a lease after the Notice is given shall constitute Approval of the Offering, and the Association shall be required to promptly prepare and deliver the Certificate of Approval to the purchaser or lessee of the Offeror named in the Offering.

(b) In the event the Association furnishes the Offeror with the Substitution Notice, the Offeror shall be deemed to have made the Offering to the Substituted Purchaser; provided, however, that the Substituted Purchaser shall have not less than thirty (30) days subsequent to the date of Substitution Notice to consummate the transaction. Offeror shall be obligated to consummate the Offering with the Substituted Purchaser upon terms no less favorable than the terms stated in the Offering, the Offeror shall not be relieved of such obligation except upon the written consent of the Association and the Substituted Purchaser. At or before closing with the Substituted Purchaser, the Association shall deliver its Certificate of Approval.

(c) In the event the Substituted Purchaser furnished by the Association shall default in his obligation to purchase the Lot, then the Association shall be required to prepare and deliver the Certificate of Approval to prepare and deliver the Certificate of Approval to the purchaser named in the Offering.

(d) Notwithstanding the provisions of this Section 6.1(A), the Association shall not be required to furnish an Approval or a Substituted Purchaser if the intended purchaser, lessee or transferee would not otherwise be eligible to own or lease. Further, no Approval shall be given until and unless all past due assessments are paid or payment provided for to the satisfaction of the Association.

B. Mortgages. No Owner may mortgage his Lot or any interest therein without the approval of the Association, by the Board, except to a life insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida; a Federal or State Savings and Loan Association or Building and Loan Association or commercial bank doing business in the State of Florida or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida; a Real Estate Investment Trust authorized to transact business in the State of Florida; a national banking association chartered under the laws of the United States of America; Developer; a mortgagee which has loaned money to Developer in order to enable Developer to construct improvements upon the Village; or an Owner selling his Lot who takes back a purchase money mortgage to secure a portion of the purchase price. Hereinafter such permitted mortgages described above are called "Approval Mortgages", which term also includes any transferee of a mortgage encumbering any Lot which mortgage was originally held by Developer and such transferees shall have all of the rights which Developer would have had if Developer had not transferred such mortgage. The approval or disapproval of any other mortgages shall be within the sole and absolute discretion of the Board. No mortgage shall be approved by the Board if it does not provide for its subordination to subsequent liens by the Association for unpaid assessments.

C. Acquisition by Gift, Devise or Inheritance.

1. Any person who has obtained title to a Lot by gift, devise or inheritance or by any other method not heretofore considered (except for the spouse, parents of children of the last previous Owner of such Lot) shall give to the Association notice thereof together with such information concerning the person(s) obtaining such title as may be reasonably required by the Association and a certified copy of the instrument by which title was obtained. If notice is not given to the Association, then after receiving knowledge thereof the Association shall proceed in accordance with the following subparagraph 2 as if it had been given such notice on the date of receipt of such knowledge.

2. Within thirty (30) days after receipt of the aforementioned notice or knowledge, the Association by the Board, shall have the right either to approve or disapprove the continued ownership of such Owner. Approval of the Association shall be by Certificate of Approval delivered to the person who has obtained title. In the event the Association fails to take any action pursuant to this subparagraph within the thirty (30) day period, such failure to act shall be deemed to constitute approval and the Association shall deliver the Certificate of Approval to the person who has obtained title. If the Association disapproves the continuation of ownership, it shall so advise in writing, and within the thirty (30) day period, shall notify the person who has obtained title of an approved purchaser who will purchase the respective Lot at its fair market value. The fair market value of the Lot will be determined by the arithmetic average of two appraisals by M.A.I. appraisers, one of whom shall be selected by the proposed purchaser, and one by the person holding title. All costs for such appraisal shall be paid by the party selecting the appraiser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after the determination of the purchase price. Immediately upon notification to the person holding title that the Association has a purchaser for the respective Lot the person holding title and such purchaser shall execute a contract providing for the acquisition of such Lot in accordance with the terms of this Declaration. In the event the person holding title refuses to execute such a contract or comply with such a contract, the Association shall have the right to dispossess such person, his family members, guests or lessees from the Lot with or without legal notice and with or without the institution of any legal proceedings whatsoever.

3. If the purchaser furnished by the Association pursuant to the subparagraph immediately preceding shall default in his obligation to purchase such Lot, then the Association shall be required to approve the continued ownership of the person then holding title, and shall issue and deliver the Certificate of Approval.

D. Right of Approved Mortgagee in Event of Foreclosure. Notwithstanding any provisions in this Declaration to the contrary, an approved Mortgagee, upon becoming an owner through foreclosure or by deed in lieu of foreclosure, or any person who becomes an owner as a result of

a foreclosure sale by an Approved Mortgagee, shall not require the Association approval as to his ownership. Furthermore, any Approved Mortgagee which becomes an owner as a result of a foreclosure sale or deed in lieu of foreclosure, is free to sell, lease, mortgage, or otherwise transfer or encumber the Lot without complying with the provisions of this Section 6.1. For purposes of this Paragraph D, the term "Approved Mortgagee" includes mortgagees which have loaned money to Developer in order to enable Developer to construct improvements upon the Village and which have become an owner as a result of such loan, but does not include any owner who is an Approved Mortgagee pursuant to Paragraph B of this Section 6.1 solely because he sells his Lot and takes back a purchase money mortgage to secure all or a portion of the purchase price.

6.2 Developer's Rights. Nothing in this section shall be construed to limit or restrict the Developer's right to sell, lease, mortgage or convey any Lot owned by it to any person or entity the Developer may choose, and no Association approval shall be required for such transactions. The Developer, at the time of filing of this Declaration, is the owner of all of the real property, individual Lots and appurtenances comprising this village. Said Developer shall have the right to transact upon the property any business necessary to consummate the sale of Lots including, but not limited to, the right to maintain models, have signs, staff employees, maintain offices, use the common areas and show Lots. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered Association Property and shall remain the property of the Developer.

7. INSURANCE. Association insurance shall be carried and kept in force at all times in accordance with the following provisions:

7.1 Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force at all times the insurance coverage which it is required to carry, and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized to carry. The name of the insured shall be the Association or, in the discretion of the Board an insurance trustee individually and as agent for the Association and for the Lot Owners without naming them, and their mortgagees.

7.2 Required Coverage. The Association shall maintain casualty insurance covering all buildings and other insurable improvements within the Common Areas in an amount equal to the maximum insurable replacement value thereof, as determined annually by the Board of Directors; such insurance to afford protection against:

A. Casualty. Loss or damage by fire, vandalism, malicious mischief, or other hazards covered by the standard "all risk" coverage or other perils.

B. Liability. Public liability and property damage in such amounts and with such coverage as shall be required by the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the Owners as a group to one owner.

8. PROPERTY RIGHTS.

8.1 Easements. Every Owner shall have a right and a non-exclusive easement of enjoyment in, to and over the Common Areas, together with a non-exclusive easement of ingress and egress over

the private roads described in Section 1.3 hereof, which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to suspend the voting rights of the Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations or this Declaration, after notice and hearing by the Board;

B. The right of the Association to dedicate or transfer or grant an easement or property right to all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

C. Ownership of each Lot shall entitle the Owner to an exclusive easement over any portion of his driveway located on the Common Areas.

8.2 Delegation. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the Lot.

8.3 Title to Common Areas. Developer may retain the legal title to the Common Areas until the sale of the first Lot in the Village. On or before conveyance by Developer of the first Lot which Developer owns, Developer shall convey the Common Areas to the Association subject to taxes for the year of conveyance, and to restrictions, conditions, limitations, reservations and easements of record. Taxes shall be prorated as of the date of conveyance. The Developer may hold title to any home or building not so deemed as a Common Area with the Association, and thereby be solely responsible for same in upkeep and use. The Developer will hold title and ownership of the Central Social Hall with full authority over its designated uses and with responsibility of upkeep.

8.4 Partition Prohibited. There shall be no judicial partition of the Common Areas, except as expressly provided elsewhere herein, nor shall Developer, or any Owner or any other person acquiring any interest in the Village, or any part thereof, seek judicial partition thereof. Nothing herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

8.5 Utility and Drainage Easements. Within the easements for installation and maintenance of utilities and drainage facilities as shown in Exhibit "A" hereto, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow or drainage facilities in the easements.

9. OBLIGATIONS OF OWNERS.

9.1 Each Owner and the Association shall be governed by and shall comply with the provisions of the Declaration, the documents creating the Association, and the Rules and Regulations. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association or by an Owner against:

A. The Association.

B. An Owner.

C. Any member of the Board of Directors who willfully or knowingly fails to comply with these provisions.

9.2 Attorneys Fees. In any proceeding arising because of an alleged failure of an Owner or the Association to comply with the requirements of this Declaration, the Articles of Incorporation of the Association, or the Rules and Regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys fees as may be awarded.

9.3 No Waiver. The failure of the Association or any Owner to enforce any covenant, restriction or other provisions of this Declaration, the Articles of Incorporation of the Association or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

10. AMENDMENT.

10.1 This Declaration may be amended by a two-thirds (2/3) vote of all the voting interest at any annual or special meeting of the members; or by approval in writing of members having not less than two-thirds (2/3) of the voting power in the Association without a meeting; provided notice of the proposed amendment has been given to the members and the notice contains a fair statement of the nature and effect of the proposed amendment.

10.2 Certificate of Amendment; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of Polk County, Florida.

10.3 Limitations. No amendment may be made which affects the rights of the Developer granted herein without the written consent of the Developer. No amendment shall change the proportion or percentage by which any Lot Owner shares in the payment of common expenses of the Association without the consent of that Owner and the holders of all recorded liens upon the Lot.

11. GENERAL PROVISIONS.

11.1 Waiver. Any waiver by Developer of any provisions of this Declaration or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

11.2 Declaration Runs With the Land. The covenants, conditions, restrictions and other provisions under this Declaration, as it is amended from time to time, shall run with the land and bind the property within the Village and shall inure to the benefit of, and be enforceable by, the Developer, the Association and Lot Owners for a term of thirty (30) years from the date this Declaration is recorded, after which time these provisions shall automatically extend for successive periods of ten (10) years. Any time after the initial thirty (30) year period provided for in this Section, these provisions may be terminated by the recordation of a written instrument executed by the then Owners of two-thirds (2/3) of the Lots agreeing to termination.

11.3 Severability. If any section, subsection, sentence, clause, phrase or portion of this Declaration is, for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

11.4 Violation. Violation or breach of any covenant restriction contained herein shall give Developer, or the Association, their respective legal representatives, assigns and successors, in addition to all other remedies, the right to enter upon any lot where such violation or breach exists and summarily abate and remove, at the expense of the Owner thereof, any structure, thing or conditions that may be or exists thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. Nothing herein shall be deemed to affect or limit the rights of the Owners of the Lots within the Village to enforce the provisions of this Declaration by appropriate judicial proceedings.

11.5 Damage and Attorney's Fees. Damages shall not be conclusively deemed adequate relief for any breach or violation or any provision hereof. Any person or entity entitled to enforce any provision hereof shall be entitled to relief either at law or in equity. Any party to a proceeding who succeeds in enforcing any provision of this Declaration or enjoining violation or breach of any provision hereof against an Owner shall be entitled to reimbursement of reasonable attorney's fees and court costs (including those resulting from appellate proceedings) by such Owner.

11.6 Headings. The headings of any Sections herein are for convenience only and shall not affect the meanings or interpretations of the contents thereof.

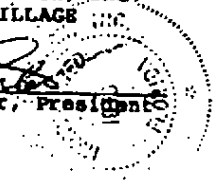
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of June, 1986.

Witnesses:

Linda L. Harjo
Suzanne M. Woodard

LANDMARK BAPTIST CHURCH, INC.
LANDMARK BAPTIST VILLAGE, INC.

By: *Mickey P. Carter*
Mickey P. Carter, President



STATE OF FLORIDA :
COUNTY OF POLK :

I HEREBY CERTIFY that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared MICKEY P. CARTER, President of Landmark Baptist Church, Inc., to me known to be the person described in and who executed the foregoing Declaration and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Haines City, County of Polk and State of Florida, this 6th day of June, 1986.



Suzanne M. Woodard
Notary Public
State of Florida at Large

My commission expires:

Notary Public, State of Florida
My Commission Expires April 19, 1988
Renewed From Notary Seal - Haines City, Fla.

EXHIBIT "A"

LEGAL DESCRIPTION

The East 1/4 of the SE 1/4 of the NW 1/4 of the East 67 feet of the West 1/2 of the East 1/2 of the SE 1/4 of the NW 1/4 of Section 28, Township 27 South, Range 27 East, Polk County, Florida.

06/09/86

DEPT 15 49.00
2830 N
CHECKS 49.00
3812A

FILED, RECORDED AND
RECORD VERIFIED
S.D. DEWITT, CL. CL. CL.
POLK COUNTY, FLA.
D.S.



FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LANDMARK BAPTIST VILLAGE

THIS DECLARATION made this 5th day of December, 1986, by LANDMARK BAPTIST CHURCH, INC., hereinafter called the "Developer."

WITNESSETH:

WHEREAS, LANDMARK BAPTIST CHURCH, INC., of Polk County, Florida, intends to develop the real property hereinafter described in the legal description of the subject property, hereinafter called the "Village", as shown on Exhibit "A" to this Declaration; and

WHEREAS, Developer has determined that in order to create a quality development within the Village, restrictions and covenants should be imposed on the property for the preservation of the property values of the owners therein;

NOW, THEREFORE, the Developer declares that the Village, or any portion thereof, shall be held, transferred, sold, conveyed and occupied subject to the Declaration and General Protective Covenants, as amended, and the supplemental restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth.

Each Owner, by the act of becoming such, shall be taken to have acknowledged and agreed:

(a) that the Village shall be the only property subject to Declaration; and

(b) that neither anything contained in this Declaration nor in any recorded or unrecorded plat, map picture, drawing, brochure, or other representation of a scheme of development, shall be construed as subjecting, or requiring Developer, the Association, or any successor or assignee to them, to subject this Declaration or any other Declaration or agreement any property or land now or hereafter owned by any of them other than the property in the Village as described above.

The fact that terms or provisions set forth in separate or additional declarations and agreements relating to property or lands other than the Village may be similar or identical, in whole or in part, to the restrictions set forth in this Declaration shall not be construed to mean that it was the intent or purpose therein to subject any additional property or lands to this Declaration or any terms or provisions thereof.

1. DEFINITIONS.

1.1. "Association" shall mean and refer to LANDMARK BAPTIST CHURCH, INC., a Florida corporation not for profit, and/or LANDMARK BAPTIST VILLAGE, a non-profit ministry of Landmark Baptist Church, Inc.

1.2. "Board" shall mean and refer to the Board of Directors of the Association, made up of the Church Pastor and Deacon Board.

1.3. "Common Areas" shall mean and refer to all real property, including any improvements and fixtures thereon, owned, leased or the use of which has been granted to the Association for the common use and enjoyment of its members. The Common

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Handwritten signature/initials

Handwritten initials

Areas include private roads to be owned by the Association at the time of the conveyance of the first Lot, as described in Exhibit "A".

1.4 "Developer" shall mean and refer to LANDMARK BAPTIST CHURCH, INC. The term "Developer" shall also refer to any successors in interest to the Developer's rights and duties under this Declaration.

1.5 "Member" shall mean and refer to those persons who are entitled to membership in the Association, either through membership in the incorporated body of Landmark Baptist Church and/or any person who holds title of a home or property in Lakemark Baptist Village, a retirement ministry of said church.

1.6 "Owner" shall mean and refer to any person or persons, entity or entities, who are the record owner of any fee interest in the Village, their heirs, successors, legal representatives and assigns, excluding those having such interest merely as security for the performance of an obligation.

1.7 "Lot" shall mean and refer to any or all of those sites in the Village, as further described in Exhibit "A".

2. PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO.

2.1 Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Haines City, Polk County, Florida, and is more particularly described in Exhibit "A" attached hereto, all of which property shall hereinafter be referred to as "Existing Property".

2.2 Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the Owner of any property who desires to submit to the coverage, jurisdiction and binding effect of this Declaration, and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants, Conditions and Restrictions. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the general plan of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established in this Declaration with respect to the Existing Property.

(b) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, The Properties, rights and obligations of another association may, by operation of law, be added to The Properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration with respect to the Existing Property together with the covenants and restrictions established by this Declaration with respect to the Existing Property together with the covenants and restrictions established upon any other

properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration with respect to the Existing Property except as hereinafter provided.

3. GENERAL RESTRICTIONS

3.1 Use and Occupancy Restrictions

A. The Village may be used for sites set aside for the building of separate houses or duplex and quadruplex units of block and plaster construction only.

B. Where legal title to a Lot is in the name of a corporation, trust, partnership or other entity, the Owner shall, by certificate delivered to the Secretary of the Association, designate one (1) family or person as the primary occupant of the Lot. There may be no more than one such designation in any twelve (12) month period. Except for the designated family or individual, no other family or individual may occupy the Lot without consent of the Association.

C. No Lot may be sold on a "time share" basis.

3.2 Adult Community. Landmark Baptist Village is an adult community. Use is restricted to adults; however, the Association may adopt rules permitting child guests for reasonable periods. Pets may be owned but cannot run loose outside owner's property.

3.3 Guests. The Association may adopt rules governing the number and conduct of guests of members.

3.4 Parking; Storage of Vehicles and Personal Property. No outside overnight parking of any boats, campers, trailers or junk type automobiles or similar equipment is permitted on any Lot, or in the recreation areas, or on the private roads of the Village.

3.5 Maintenance of Common Area. The general area shall be under the exclusive jurisdiction and responsibility of the Association for the purposes of installation, maintenance and replacement of the utility facilities and general road repair for which the association holds the right to assess a monthly or annual fee. Such fees being restricted to actual repair costs and must be equally accessed to each lot or home owner.

3.6 Signs. No sign of any kind shall be displayed to public view on any Lot or common area without the approval of the Association.

3.7 Completion of Village. Developer shall undertake the work of developing all Lots included within the Village. The completion of that work or the sale, rent, or other disposition of Lots is essential to the establishment and welfare of the village as an ongoing residential community. In order that such work may be completed and the Village established as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Developer, or the employees, contractors, or subcontractors of Developer, or of Developer's transferees, from doing whatever they may determine to be reasonable, necessary or advisable for the completion of the work and the establishment of the Village as a residential community. As used in this paragraph, the words, "its transferees" specifically excludes purchasers of Lots.

3.8 Improvements. All improvements to any Lot must be of design and construction approved by the Association. Any change in outside painting or color combination must be approved by the Association.

4. ASSOCIATION. The administration, management and ownership of the Common Areas shall be by LANDMARK BAPTIST CHURCH OR VILLAGE, a Florida corporation not for profit.

4.1 Delegation of Management. The Association may contract for the management and maintenance of the property and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common areas with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in these documents.

4.2 Membership. The membership of the Association shall be comprised of owners of lots as well as the Landmark Baptist Church, Inc.

4.3 Board of Directors. Except as otherwise provided by law or by the documents, the Association shall act through its Board of Directors and its officers. The officers and Directors of the Association have a fiduciary relationship to the members.

4.4 Powers and Duties. The powers and duties of the Association include those set forth in this Declaration and the Articles of Incorporation. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the property.

4.5 Ownership. The Association has the power to purchase Lots and to acquire and hold, lease, mortgage, and convey them subject to the approval of a majority of the Board of Directors.

4.6 Membership Roster. The Association shall maintain a current roster of names and mailing addresses of owners. A copy of the up-to-date roster shall be available to each owner upon request.

4.7 Limitation on Liability. Notwithstanding the duty of the Association to maintain repair parts of the property, the Association shall not be liable to owners for property damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or unit owners or other persons.

5. COVENANT BETWEEN LANDMARK BAPTIST CHURCH AND VILLAGE AND HOMEOWNERS WITHIN THIS ASSOCIATION.

5.1 Homeowners will have a choice of maintenance packages, for which a monthly charge will be assessed.

(a) Minimum package is that of lawn care inclusive only of grass cutting.

(b) Enlarged lawn care package of cutting, fertilizing and bug spraying as deemed necessary.

(c) Total outside maintenance package of lawn care, house painting and roof replacement from general wear with all storm or accidental damage subject to owner's insurance coverage.

(d) Charges for these packages are subject to be increased at Board's annual meeting.

(e) If an owner chooses not to engage any package so offered, he is still held responsible for the main-

tenance and appearance of his property at a level acceptable to the Association and his neighbors.

5.2 Landmark Baptist Church further covenants to make a standing offer to purchase the owner's home back at any time following the first year of occupancy at the original purchase price, less any agreed amount allowed off for recognizable damage to the home.

5.3 All homeowners agree to pay for all utilities as metered and fixed by their separate meter to the City of Haines City or the appropriate power or utility company with no liability held by the Association or Developer.

6. RESTRICTIONS ON SALE, CONVEYANCE, LEASE, AND MORTGAGES.

6.1 General. In order to assure a community of congenial and financially responsible Owners and to protect the value of the homes within the Village, the conveyance, transfer, leasing and mortgage of Lots shall be subject to the provisions of this Section 6, and any conveyance, transfer, lease or mortgage which is not in accordance with these provisions shall be void, unless subsequently approved by the Association.

A. Sales or Lease. No Owner may convey, transfer or dispose of his Lot or any interest therein by sale, lease or otherwise (except to the spouse, children or parents of such Owner) without prior written approval of the Board, which approval shall be obtained in the following manner:

1. Notice to Association. Each and every time an Owner intends to make a sale or lease of his Lot or any interest therein, he (the "Offeror") shall give written notice to the Association of such intention (the "Notice") together with the name and address of the intended purchaser or lessee, the terms of such purchase or lease and such other information as the Association may reasonably require on forms supplied by the Association (the "Offering"). The giving of such Notice shall constitute a warranty and representation by the Offeror to the Association and any purchaser or lessee produced by the Association, as hereinafter provided, that the Offering is a bona fide offer in all respects. The Notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

2. Association's Election. Within thirty (30) days after receipt of the Notice, the Association, by its Board, shall either approve the Offering ("Approval") or in the instance of a sale deliver to the Offeror by written notice (the "Substitution Notice") the name and address of a purchaser approved by the Association to accept the terms of the Offering (the "Substituted Purchaser"). In the case of a lease which the Association disapproves, the Association shall give written notice of such disapproval within fifteen (15) days after the receipt of the Notice and shall not be required to substitute a lessee. The lease proposed in the Offering shall not be made.

(a) The Certificate of Approval shall be in writing in recordable form signed by the President or Member of the Board and it shall be delivered to the proposed purchaser or lessee named in the Offering. Failure of the Board to grant Approval or to furnish a substitute Purchaser within thirty (30) days with

respect to a sale or within fifteen (15) days with respect to a lease after the Notice is given shall constitute Approval of the Offering, and the Association shall be required to promptly prepare and deliver the Certificate of Approval to the purchaser or lessee of the Offeror named in the Offering.

(b) In the event the Association furnishes the Offeror with the Substitution Notice, the Offeror shall be deemed to have made the Offering to the Substituted Purchaser; provided, however, that the Substituted Purchaser shall have not less than thirty (30) days subsequent to the date of Substitution Notice to consummate the transaction. Offeror shall be obligated to consummate the Offering with the Substituted Purchaser upon terms no less favorable than the terms stated in the Offering, the Offeror shall not be relieved of such obligation except upon the written consent of the Association and the Substituted Purchaser. At or before closing with the Substituted Purchaser, the Association shall deliver its Certificate of Approval.

(c) In the event the Substituted Purchaser furnished by the Association shall default in his obligation to purchase the Lot, then the Association shall be required to prepare and deliver the Certificate of Approval to prepare and deliver the Certificate of Approval to the purchaser named in the Offering.

(d) Notwithstanding the provisions of this Section 6.1(A), the Association shall not be required to furnish an Approval or a Substituted Purchaser if the intended purchaser, lessee or transferee would not otherwise be eligible to own or lease. Further, no Approval shall be given until and unless all past due assessments are paid or payment provided for to the satisfaction of the Association.

B. Mortgages. No Owner may mortgage his Lot or any interest therein without the approval of the Association, by the Board, except to a life insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida; a Federal or State Savings and Loan Association or Building and Loan Association or commercial bank doing business in the State of Florida or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida; a Real Estate Investment Trust authorized to transact business in the State of Florida; a national banking association chartered under the laws of the United States of America; Developer; a mortgagee which has loaned money to Developer in order to enable Developer to construct improvements upon the Village; or an Owner selling his Lot who takes back a purchase money mortgage to secure a portion of the purchase price. Hereinafter such permitted mortgages described above are called "Approval Mortgages", which term also includes any transferee of a mortgage encumbering any Lot which mortgage was originally held by Developer and such transferees shall have all of the rights which Developer would have had if Developer had not transferred such mortgage. The approval or disapproval of any other mortgages shall be within the sole and absolute discretion of the Board. No mortgage shall be approved by the Board if it does not provide for its subordination to subsequent liens by the Association for unpaid assessments.

C. Acquisition by Gift, Devise or Inheritance.

1. Any person who has obtained title to a Lot by gift, devise or inheritance or by any other method not heretofore considered (except for the spouse, parents of children of the last previous Owner of such Lot) shall give to the Association notice thereof together with such information concerning the person(s) obtaining such title as may be reasonably required by the Association and a certified copy of the instrument by which title was obtained. If notice is not given to the Association, then after receiving knowledge thereof the Association shall proceed in accordance with the following subparagraph 2 as if it had been given such notice on the date of receipt of such knowledge.

2. Within thirty (30) days after receipt of the aforementioned notice or knowledge, the Association by the Board, shall have the right either to approve or disapprove the continued ownership of such Owner. Approval of the Association shall be by Certificate of Approval delivered to the person who has obtained title. In the event the Association fails to take any action pursuant to this subparagraph within the thirty (30) day period, such failure to act shall be deemed to constitute approval and the Association shall deliver the Certificate of Approval to the person who has obtained title. If the Association disapproves the continuation of ownership, it shall so advise in writing, and within the thirty (30) day period, shall notify the person who has obtained title of an approved purchaser who will purchase the respective Lot at its fair market value. The fair market value of the Lot will be determined by the arithmetic average of two appraisals by M.A.I. appraisers, one of whom shall be selected by the proposed purchaser, and one by the person holding title. All costs for such appraisal shall be paid by the party selecting the appraiser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after the determination of the purchase price. Immediately upon notification to the person holding title that the Association has a purchaser for the respective Lot the person holding title and such purchaser shall execute a contract providing for the acquisition of such Lot in accordance with the terms of this Declaration. In the event the person holding title refuses to execute such a contract or comply with such a contract, the Association shall have the right to dispossess such person, his family members, guests or lessees from the Lot with or without legal notice and with or without the institution of any legal proceedings whatsoever.

3. If the purchaser furnished by the Association pursuant to the subparagraph immediately preceding shall default in his obligation to purchase such Lot, then the Association shall be required to approve the continued ownership of the person then holding title, and shall issue and deliver the Certificate of Approval.

D. Right of Approved Mortgagee in Event of Foreclosure. Notwithstanding any provisions in this Declaration to the contrary, an approved Mortgagee, upon becoming an owner through foreclosure or by deed in lieu of foreclosure, or any person who becomes an owner as a result of

a foreclosure sale by an Approved Mortgagee, shall not require the Association approval as to his ownership. Furthermore, any Approved Mortgagee which becomes an owner as a result of a foreclosure sale or deed in lieu of foreclosure, is free to sell, lease, mortgage, or otherwise transfer or encumber the Lot without complying with the provisions of this Section 6.1. For purposes of this Paragraph D, the term "Approved Mortgagee" includes mortgagees which have loaned money to Developer in order to enable Developer to construct improvements upon the Village and which have become an owner as a result of such loan, but does not include any owner who is an Approved Mortgagee pursuant to Paragraph B of this Section 6.1 solely because he sells his Lot and takes back a purchase money mortgage to secure all or a portion of the purchase price.

6.2 Developer's Rights. Nothing in this section shall be construed to limit or restrict the Developer's right to sell, lease, mortgage or convey any Lot owned by it to any person or entity the Developer may choose, and no Association approval shall be required for such transactions. The Developer, at the time of filing of this Declaration, is the owner of all of the real property, individual Lots and appurtenances comprising this village. Said Developer shall have the right to transact upon the property any business necessary to consummate the sale of Lots including, but not limited to, the right to maintain models, have signs, staff employees, maintain offices, use the common areas and show Lots. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered Association Property and shall remain the property of the Developer.

7. INSURANCE. Association insurance shall be carried and kept in force at all times in accordance with the following provisions:

7.1 Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force at all times the insurance coverage which it is required to carry, and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized to carry. The name of the insured shall be the Association or, in the discretion of the Board an insurance trustee individually and as agent for the Association and for the Lot Owners without naming them, and their mortgagees.

7.2 Required Coverage. The Association shall maintain casualty insurance covering all buildings and other insurable improvements within the Common Areas in an amount equal to the maximum insurable replacement value thereof, as determined annually by the Board of Directors; such insurance to afford protection against:

A. Casualty. Loss or damage by fire, vandalism, malicious mischief, or other hazards covered by the standard "all risk" coverage or other perils.

B. Liability. Public liability and property damage in such amounts and with such coverage as shall be required by the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the Owners as a group to one owner.

8. PROPERTY RIGHTS.

8.1 Easements. Every Owner shall have a right and a non-exclusive easement of enjoyment in, to and over the Common Areas, together with a non-exclusive easement of ingress and egress over

the private roads described in Section 1.3 hereof, which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to suspend the voting rights of the Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations or this Declaration, after notice and hearing by the Board;

B. The right of the Association to dedicate or transfer or grant an easement or property right to all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

C. Ownership of each Lot shall entitle the Owner to an exclusive easement over any portion of his driveway located on the Common Areas.

8.2 Delegation. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the Lot.

8.3 Title Rights of Developer. The Developer may hold title to any home or building not so deemed as a Common Area with the Association, and thereby be solely responsible for same in upkeep and use. The Developer will hold title and ownership of the Central Social Hall with full authority over its designated uses and with responsibility of upkeep.

8.4 Partition Prohibited. There shall be no judicial partition of the Common Areas, except as expressly provided elsewhere herein, nor shall Developer, or any Owner or any other person acquiring any interest in the Village, or any part thereof, seek judicial partition thereof. Nothing herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

8.5 Utility and Drainage Easements. Within the easements for installation and maintenance of utilities and drainage facilities as shown in Exhibit "A" hereto, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow or drainage facilities in the easements.

9. OBLIGATIONS OF OWNERS.

9.1 Each Owner and the Association shall be governed by and shall comply with the provisions of the Declaration, the documents creating the Association, and the Rules and Regulations. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association or by an Owner against:

- A. The Association.
- B. An Owner.
- C. Any member of the Board of Directors who willfully or knowingly fails to comply with these provisions.

9.2 Attorneys Fees. In any proceeding arising because of an alleged failure of an Owner or the Association to comply with the requirements of this Declaration, the Articles of Incorporation

tion of the Association, or the Rules and Regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys fees as may be awarded.

9.3 No Waiver. The failure of the Association or any Owner to enforce any covenant, restriction or other provisions of this Declaration, the Articles of Incorporation of the Association or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

10. AMENDMENT.

10.1 This Declaration may be amended by a two-thirds (2/3) vote of all the voting interest at any annual or special meeting of the members; or by approval in writing of members having not less than two-thirds (2/3) of the voting power in the Association without a meeting; provided notice of the proposed amendment has been given to the members and the notice contains a fair statement of the nature and effect of the proposed amendment.

10.2 Certificate of Amendment; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of Polk County, Florida.

10.3 Limitations. No amendment may be made which affects the rights of the Developer granted herein without the written consent of the Developer. No amendment shall change the proportion or percentage by which any Lot Owner shares in the payment of common expenses of the Association without the consent of that Owner and the holders of all recorded liens upon the Lot.

11. GENERAL PROVISIONS.

11.1 Waiver. Any waiver by Developer of any provisions of this Declaration or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

11.2 Declaration Runs With the Land. The covenants, conditions, restrictions and other provisions under this Declaration, as it is amended from time to time, shall run with the land and bind the property within the Village and shall inure to the benefit of, and be enforceable by, the Developer, the Association and Lot Owners for a term of thirty (30) years from the date this Declaration is recorded, after which time these provisions shall automatically extend for successive periods of ten (10) years. Any time after the initial thirty (30) year period provided for in this Section, these provisions may be terminated by the recordation of a written instrument executed by the then Owners of two-thirds (2/3) of the Lots agreeing to termination.

11.3 Severability. If any section, subsection, sentence, clause, phrase or portion of this Declaration is, for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

11.4 Violation. Violation or breach of any covenant restriction contained herein shall give Developer, or the Association, their respective legal representatives, assigns and successors, in addition to all other remedies, the right to enter upon any Lot where such violation or breach exists and summarily

abate and remove, at the expense of the Owner thereof, any structure, thing or conditions that may be or exists thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. Nothing herein shall be deemed to affect or limit the rights of the Owners of the Lots within the Village to enforce the provisions of this Declaration by appropriate judicial proceedings.

11.5 Damage and Attorney's Fees. Damages shall not be conclusively deemed adequate relief for any breach or violation or any provision hereof. Any person or entity entitled to enforce any provision hereof shall be entitled to relief either at law or in equity. Any party to a proceeding who succeeds in enforcing any provision of this Declaration or enjoining violation or breach of any provision hereof against an Owner shall be entitled to reimbursement of reasonable attorney's fees and court costs (including those resulting from appellate proceedings) by such Owner.

11.6 Headings. The headings of any Sections herein are for convenience only and shall not affect the meanings or interpretations of the contents thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5th day of December, 1986.

Witnesses:

Casper Hill

LANDMARK BAPTIST CHURCH, INC.
LANDMARK BAPTIST VILLAGE

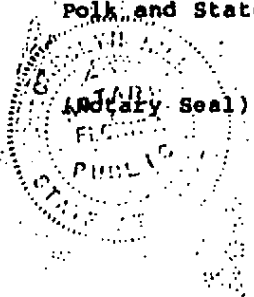
Mickey P. Carter

By: Mickey P. Carter
Mickey P. Carter, President

STATE OF FLORIDA :
COUNTY OF POLK :

I HEREBY CERTIFY that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared MICKY P. CARTER, President of Landmark Baptist Church, Inc., to me known to be the person described in and who executed the foregoing Declaration and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Haines City, County of Polk, and State of Florida, this 5th day of December, 1986.



Casper Hill
Notary Public
State of Florida at Large

My commission expires:
Notary Public, State of Florida
My Commission Expires: June 30, 1990
Issued by the Florida Bar - Immunity Act

12/19/85

11-11-86
54934

EXHIBIT "A"

LEGAL DESCRIPTION

The East 1/4 of the SE 1/4 of the NW 1/4 of the East 67 feet of the West 1/2 of the East 1/2 of the SE 1/4 of the NW 1/4 of Section 28, Township 27 South, Range 27 East, Polk County, Florida.

FILED, RECORDED AND
RECORD VERIFIED
E.D. "Bud" DIXON, Clk. Cr. Cl.
POLK COUNTY, FLA.
BY *SW* D.G.

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LANDMARK BAPTIST VILLAGE

This Second Amendment to the Declaration to the Declaration of Covenants, Conditions and Restrictions of Landmark Baptist Village made this 18th day of February, 1987, by LANDMARK BAPTIST CHURCH, INC., hereinafter called "Developer".

This Second Amendment to the Declaration is given to correct and change the legal description shown on Exhibit "A" attached to and incorporated in the Declaration of Covenants, Conditions and Restrictions of Landmark Baptist Village dated June 6, 1986, and recorded June 9, 1986, in O.R. Book 2428, Page 437 through page 448, public records of Polk County, Florida, and the First Amendment to Declaration of Covenants, Conditions and Restrictions of Landmark Baptist Village, dated December 5, 1986, and recorded December 19, 1986, in O.R. Book 2483, Page 1084, through page 1095, public records of Polk County, Florida.

Said legal as shown was incorrect due to scrivener's error and is hereby corrected as shown on Schedule "A" attached hereto and incorporated herein.

All other provisions, covenants, conditions and restrictions as recited in the Declaration of Covenants, Conditions and Restrictions dated June 6, 1986, and as recited in the First Amendment to the Declaration of Covenants, Conditions and Restrictions dated December 5, 1986, are incorporated herein and shall remain the same and in full force and effect.

IN WITNES WHEREOF, I have hereunto set my hand and seal this 18th day of February, 1987.

Witnesses:

LANDMARK BAPTIST CHURCH, INC.

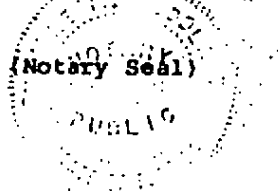
Cathy Homa Arthur
Suparna M. Bhattacharya

By: *Mickey P. Carter, President*
Mickey P. Carter, President

STATE OF FLORIDA :
COUNTY OF POLK :

I HEREBY CERTIFY that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared MICKEY P. CARTER, President of LANDMARK BAPTIST CHURCH, INC., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Haines City, County of Polk and State of Florida, this 18th day of February, 1987.



Suparna M. Bhattacharya
Notary Public
State of Florida at Large

My commission expires:

Notary Public, State of Florida
My Commission Expires April 19, 1988
Standard Time For Fee - Insurance, Inc.

U I U U J J J

MICKEY P. CARTER, PRESIDENT
P.O. Box 2039
Haines City, FL 33844

THIS INSTRUMENT prepared by:
K. Riley & Associates Office Bldg

2502 0483

POLK COUNTY, FLA. PAGE

SCHEDULE "A"

Corrective Legal Description for Landmark Baptist Village

The East 1/4 of the SE 1/4 of the NW 1/4 and the East 67 feet of the West 1/2 of the East 1/2 of the SE 1/4 of the NW 1/4 of Section 28, Township 27 South, Range 27 East, Polk County, Florida.

And more specifically described and further clarified as:

Commence at the Southeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 28, Township 27 South, Range 27 East, Polk County, Florida; run thence N00°03'41"E, 30.00 feet; thence S89°48'04"W, 20.00 feet; thence continue S89°48'04"W along the North right-of-way line of Hinson Avenue, 376.62 feet to the East boundary of Bowens Subdivision recorded in Plat Book 35, Page 44 of the public records of Polk County, Florida; thence N00°08'10"W along said East boundary, 610.00 feet; thence N89°48'04"E, 378.77 feet to a point on the West right-of-way line of 20th Street; thence S00°03'41"W, 610.00 feet to the Point of Beginning.

DEPTS 9.00
1577 H
CHECKS 9.00
9845A

02/19/67

FILED, RECORDED AND
RECORD VERIFIED
E.D. DIXON, CL. CL. CL.
POLK COUNTY, FLA.
BY *SW* D.G.

TO:

NOTICE OF PROPOSED THIRD AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LANDMARK BAPTIST VILLAGE

In accordance with Section 10.1 of the Declaration of Covenants, Conditions and Restrictions of Landmark Baptist Village dated December 5, 1986, you are hereby notified that two-thirds (2/3) of the voting power have agreed to approve in writing the attached proposed THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LANDMARK BAPTIST VILLAGE as recorded in O. R. Book 2428, Page 0437 et seq. and First Amendment thereto as recorded in O. R. Book 2483, Page 1084 et seq. and Second Amendment thereto as recorded in O. R. Book 2502, Page 0482 et seq. of the public records of Polk County, Florida.

The original Section 5.2 reads as follows:

5.2 Landmark Baptist Church further covenants to make a standing offer to purchase the owner's home back at any time following the first year of occupancy at the original purchase price, less any agreed amount allowed off for recognizable damage to the home.

The purpose of the Amendment to Section 5.2 above is to restore fundamental fairness by requiring the owner to pay a reasonable monthly rental for the time the owner occupied the premises and to avoid free extensive usage of the property by the owner who may wish to accept the standing offer of repurchase.

The three new definitions added to Section 1 of the Declaration are for use in conjunction with the proposed Section 5.2.

DATED this 13th day of March, 1991.

LANDMARK BAPTIST CHURCH, INC.
LANDMARK BAPTIST VILLAGE

BY: *Mickey V. Carter*
MICKEY V. CARTER, PRESIDENT

91 APR 15 PM 1:41

01:2191

THIS INSTRUMENT WAS PREPARED BY
P-CM Services, Dr. Earl E. Lee
PO Box 947, Mims City, FL
22844

CERTIFICATION OF THIRD AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LANDMARK BAPTIST VILLAGE

2961 0020
POLK OFF. REC. PAGE

THIS IS TO CERTIFY that the attached THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LANDMARK BAPTIST VILLAGE (O.R. 2428, Page 0437, et. seq., O.R. 2483, Page 1084, et. seq. and O.R. 2502, Page 0482, et. seq. Public Records of Polk County, Florida) has been duly adopted in accordance with Section 10.1 of said Declaration by voting approval of members having not less than two-thirds (2/3) of the voting power in the association with notice of the proposed amendment and notice containing a fair statement of the nature and effect of the proposed amendment given to the members in accordance with said Section 10.1.

This certification is being recorded in compliance with Section 10.2 of said Declaration.

The attached amendment involves the following described property lying and being in Polk County, Florida, to-wit:

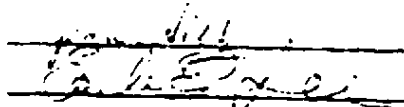
The East 1/4 of the SE 1/4 of the NW 1/4 of the East 67 feet of the West 1/2 of the East 1/2 of the SE 1/4 of the NW 1/4 of Section 28, Township 27 South, Range 27 East, Polk County, Florida:

And more specifically described and further clarified as:

Commence at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 28, Township 27 South, Range 27 East, Polk County, Florida; run thence N00 deg.03'41"E, 30.00 feet; thence S89 deg.48'04"W, 20.00 feet; thence continue S89 deg.48'04"W along the North right-of-way line of Hinson Avenue, 376.62 feet to the East boundary of Bowers Subdivision recorded in Plat Book 35, Page 44 of the public records of Polk County, Florida; thence N00 deg.08'10"W along said East boundary, 610.00 feet; thence N89 deg.48'04"E, 378.77 feet to a point on the West right-of-way line of 20th Street; thence S00 deg.3'41"W, 610.00 feet to the Point of Beginning.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 13th day of March, 1991.

Witnesses:



LANDMARK BAPTIST CHURCH, INC.
LANDMARK BAPTIST VILLAGE

BY: 
RICKY J. CARTER, PRESIDENT

Certification of Third Amendment to
Declaration of Covenants, Conditions
and Restrictions of Landmark Baptist
Village
Page two

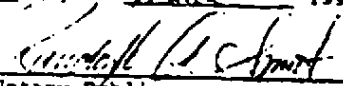
2961 0821
POLK OFF. REC. PAGE

STATE OF FLORIDA)
COUNTY OF POLK)

I HEREBY CERTIFY that on this day before me, an officer duly
authorized to administer oaths and take acknowledgements,
personally appeared MICKEY P. CARTER, President of Landmark
Baptist Church, Inc., to me known to be the person described in
and who executed the foregoing Certification of Amendment and he
acknowledged before me that he executed the same freely and
voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Haines City, County of
Polk and State of Florida, this 15 day of March, 1991.


(Notary Seal)


Notary Public
State of Florida at Large

My commission expires:

Notary Public, State of Florida
My Commission Expires Mar. 14, 1994
I am Notary Public for Polk County

SEARCHED 12.00
SERIALIZED 7.00
INDEXED 4.00
FILED 1.00
MAR 15 1991
POLK COUNTY, FLA.

FILED, RECORDED, AND
RECORD VERIFIED
E. D. "BOB" DEWEE, CL. CL. CL.
POLK COUNTY, FLA.
BY  D.E.

Randolph Smith
2020 E. Hudson Ave.
Haines City, FL
33844

R →

INST # 2008098052
BK 07648 PG 1195 PG(s)1
RECORDED 06/09/2008 01:35:38
RICHARD M WEISS, CLERK OF COU
POLK COUNTY
RECORDING FEES 10.00
RECORDED BY A Singletary

FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LANDMARK BAPTIST VILLAGE

In accordance with Sections 10.1 of the Declaration of Covenants, Conditions and Restrictions of Landmark Baptist Village dated December 5, 1986, you are hereby notified that two-thirds (2/3) of the voting power have agreed to approve in writing the attached proposed FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LANDMARK BAPTIST VILLAGE as recorded in O.R. Book 2428, Page 0437 et seq. And First Amendment thereto as recorded in O.R. Book 2483, Page 1084 et seq. And Second Amendment thereto as recorded in O.R. Book 2502, Page 0482 et seq. And Third Amendment thereto as recorded in O.R. Book 2961, Page 0819 of the public records of Polk County, Florida.

The original Section 3.2 Adult Community reads as follows:

3.2 Landmark Baptist Village is an adult community. Use is restricted to adults, however, the Association may adopt rules permitting child guests for reasonable periods. Pets may be owned but cannot run loose outside owner's property.

The amendment shall read 3.2 Senior Citizens Retirement Community as follows:

3.2 Landmark Baptist Village is a fifty-five years of age or older adult community. Effective upon approval of the new amendment. All homeowners and or renters (the oldest member of the family) must be fifty-five years of age or older with no children living at home to buy or rent a home in Landmark Baptist Village. All homeowners presently living in the Village under fifty-five years of age will be grandfathered in. Renters under the age of fifty-five years of age must request in writing permission from the Board of the Association to live in the Village. Children guests will be allowed to visit for a reasonable period of time but no more than two weeks without written permission from the Board of the Association.

DATED this 8th day of November, 2005.

Witnesses:
[Signature]
[Signature]

LANDMARK BAPTIST CHURCH, INC.
LANDMARK BAPTIST VILLAGE

BY: *[Signature]*
MICKEY P. CARTER, PRESIDENT

prepared by Brian Baker
321 Sky Crest Loop, Davenport, FL 33837

State of Florida
County of Polk

Sworn to (or affirmed) and subscribed before me this 2nd day of June, 2006, by Mickey P. Carter who is personally known to me.

[Signature]
Randolph A. Smith - Notary Public State of Florida
Commission #DD519447 expires 03/14/10

NOTARY PUBLIC-STATE OF FLORIDA
Randolph A. Smith
Commission # DD519447
Expires: MAR 14 2010

Exhibit "B"
Articles of Incorporation of Landmark Baptist Village