

The following pages are the covenants, conditions, restrictions, etc. for:

Lake Rochelle Estates in Winter Haven, FL

These documents have been provided to us by the homeowner, the Homeowner's Association (HOA), and/or we have located them in Polk County Public Records.

This may not be all relevant documents in their entirety. In addition, these documents may be amended at any time without notice.

This information is being provided as a courtesy. However it is your responsibility as the tenant to contact the Homeowner's Association for any additional documents, information, and/or updates that may not be included here.

Prepared by and return to:
Neal E. Young, Attorney
300 Third Street, NW
Winter Haven, FL 33881

INSTR # 2005139543

BK 06249 PGS 2086-2115 PG(s) 30
RECORDED 06/15/2005 07:44:20 AM
RICHARD W WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 256.50
RECORDED BY J Ford

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

D. Magness Construction, Inc., a Florida Corporation and **Bowen Family Homes of Florida, Inc.**, a Florida Corporation hereinafter called developer, is the owner in fee simple of certain real property located in Polk County, Florida, known by official plat designation as **Lake Rochelle Estates** pursuant to a plat recorded in Plat Book 30 at page 14 of the public records of Polk County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, developer hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to **Lake Rochelle Estates Homeowners Association, Inc.**, a nonprofit corporation, its successors and assigns, the Bylaws of which are attached hereto and made a part hereof.

Section 2. "Common Area" shall mean all platted subdivision roads, and easements together with the boundary walls located on a portion thereof, and the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances. These common areas are set forth on the recorded subdivision plat referred to above.

Section 3. "Developer" shall mean and refer to **D. Magness Construction, Inc.**, a Florida Corporation, and its successors and assigns. Developer is also sometimes referred to as "Declarant".

Section 4. "Lot" shall mean any unit of land shown on the recorded subdivision plat referred to above together with any amendments thereto with the exception of the common areas, and subject to easements as shown on said plat.

MILLER, CROSSBY & MILLER, P.A.
C/O LAKELAND BRANCH COURIER

R→

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Section 6. "Member" shall mean every person or entity who holds membership in the association.

Section 7. "Mortgage" shall mean a conventional mortgage.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 9. "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 subdivision, and shall include contract sellers, by shall not include those holding title merely as security for performance of an obligation. Every "owner" shall be a "member".

Section 10. "Subdivision" shall mean and refer to **Lake Rochelle Estates**, as shown in the plat thereof recorded in the Public Records of Polk County, Florida, and such additions thereto as may be brought within the jurisdiction of the association as herein-after provided.

ARTICLE II. MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. The association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of a developer, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be Developer, who shall be entitled to exercise three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on January 1, 2007, whichever first occurs.

ARTICLE III. ASSESSMENTS

Section 1. Lien and Personal Obligation of Assessments.

Developer hereby covenants for each lot sold within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the association (1) annual assessments and (2) special

assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement, mowing and maintenance of the common areas and any lots within the subdivision, to be determined within the opinion of the Board of Directors of the Association. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

(a) Maintenance and repair of the common areas, including all surface water management systems facilities.

(b) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, or the like, which the ASSOCIATION is required to obtain pursuant to the terms of this Declaration, or which shall be necessary or proper in the opinion of the Board of Directors of the ASSOCIATION for the benefit of lot owners, or for the enforcement of these restrictions.

Section 3. Maximum Annual Assessments.

(a) Until January 11, 2006, the maximum annual assessment shall be \$250.00.

(b) From and after January 11, 2006, the maximum annual assessment may be increased each year not more than 10% above the maximum allowable assessment for the previous year without the vote or written assent of a majority of the members' votes.

(c) The board of directors of the association may fix the annual assessment at an amount not in excess of the maximum, without a member vote.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

Section 5. Notice and Quorum for Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than ten (10) nor more than thirty (30) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at

such meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within five (5) days after the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the December 31st annual due date thereof and shall fix the dates such amounts become due. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessments against a specific lot have been paid, and may, on or before May 15th of each year, cause to be recorded in the Public Records of Polk County, a list of delinquent assessments as of that date.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

Section 9. Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payment which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV. PROPERTY RIGHTS

Section 1. Easements of Enjoyment. Only the Association shall have such rights in and to the common area as follows:

- (a) For the purpose of drainage and utilities, and the maintenance thereof;
- (b) To dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds of each class of members agreeing to such dedication or transfer has been duly recorded.

Section 2. Right of Entry. Only the association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any common area of lot at any reasonable hour on any day to perform such maintenance as may be authorized herein. Therefore, no other entry shall be allowed.

Section 3. No Partition. There shall be no judicial partition of the common area, nor shall developer, or any owner or any other person, acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in co-tenancy.

ARTICLE V. USE RESTRICTIONS

The subdivision Lake Rochelle Estates shall be occupied and used only as follows:

Section 1. Use. Each lot shall be used exclusively for single family occupancy residential purposes, and no more than one dwelling unit shall be located on any platted lot. Said dwelling unit may not be a mobile or modular home but only a conventional home. No business activity or commercial use shall be conducted or carried on in connection with the residential usage of the above described real property, other than sales of homes and lots.

Section 2. Sidewalks and Driveways. A concrete apron from the street curb to the Lot line shall be constructed; and a concrete sidewalk five (5) feet in width and four (4) inches in depth, located adjacent to the Lot line and within the street right-of-way, shall be constructed along one side of the boundary line of the public street which shall be used for public pedestrian traffic.

Section 3. Landscaping and Trees. All areas on each Lot not covered by improvements, driveways, parking areas and walkways shall be properly landscaped within a period of one (1) month after completion of the construction of the dwelling on such Lot. All landscaped areas shall be maintained and good horticulture standards shall be observed in the maintenance of plants and other vegetation in the landscaped area. Within one (1) month after the issuance of a Certificate of Occupancy of a dwelling on a Lot, all front and side yard areas must be sodded with St. Augustine grass, the rear yard must be sodded, and a sprinkler system shall be installed for entire yard which shall be properly maintained in good working order. Trees on Lots shall be maintained in a good and healthy condition including trimming of dead wood and protection against rot and proper fertilization.

Section 4. Garages. Each single family dwelling shall have a private garage, capable of housing at least two (2) cars, together with a concrete driveway or such other driveway as is approved by the Developer, extending from the garage to the front Lot lines. Each garage shall be attached to the dwelling and shall conform architecturally to the design of the dwelling.

Section 5. Construction. The finished exterior of each dwelling and garage constructed on each Lot must be either wood, brick, brick veneer, stucco or stone and there shall be no

exposed concrete block. All construction on each Lot shall be new construction. No used building or structures shall be moved onto any Lot. Furthermore, there shall be no storage of building supplies on any Lot except in connection with the immediate construction of a single family dwelling upon said Lot. No prefabricated or modular single family dwelling shall be erected, placed or permitted to remain on any Lot without the prior written consent of the Developer. The minimum roof pitch shall be 5/12 and the roofing shingles shall have a minimum of a 20 year architectural life. No mobile homes or house trailers shall be permitted on any Lot at any time. If construction of a residence on any Lot is not commenced within sixty (60) days after such Lot is purchased from the Developer, the Owner of such Lot shall be required to keep the Lot free from litter, refuse, trash and debris and to keep the Lot in a condition which does not detract from the neighborhood, including proper trimming and mowing on a regular basis. If the Owner fails to comply with the foregoing, the Developer may remove all such trash or debris from the Lot and/or mow the Lot and the Owner of the Lot shall pay the Developer within ten (10) days after receipt of an invoice from the Developer, the reasonable cost of such removal or mowing, plus twenty (20%) percent of such cost as an agreed upon administrative charge.

Section 6. Prohibited Dwellings. Other than new utility buildings, no building or structure of any sort may be moved on any lot, it being the intention of these restrictions that any and all buildings and structures constructed on the property be of new materials. No tent, motor home, camper, travel trailer, garage outbuilding or attachment shall be erected or placed on any lot prior to the placement or the construction or delivery of the main dwelling unit, nor at any time may be used as a residence, either temporary or permanent.

Section 7. Setbacks. No part or portion of any dwelling unit or structure shall be placed closer than twenty-five (25) feet from the front property line, or twenty (20) feet from rear property line, nor five (5) feet from side property line, or within twenty-five (25) feet of any side property line abutting a street. Notwithstanding the foregoing, the Developer reserves the right to amend the setback provision for any Lot that may require special consideration due to its irregular shape or location, provided all zoning laws are complied with. All dwellings will face the road that has the minimum amount of frontage.

Section 8. Garbage. All above-ground containers for garbage and trash shall be permanently housed so as not to be seen from the front of the property, said containers to be covered at all times and emptied regularly by a commercial garbage service. There shall be no open garbage pits, nor shall garbage or trash be stored or burned in a manner and location so as to be a nuisance to the neighboring property or properties. All garbage, landscape debris or excess building materials shall be removed within seven days.

Section 9. Nuisances and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; however, household pets may be kept on a leash or in a fenced in area provided they are not kept or bred for any commercial purposes. No residence shall have more than three (3) dogs, provided that they are not maintained or bred for any commercial purpose. No noxious activity or trade of any sort shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the

neighborhood, nor shall any use be made of this property that will in any way injure or lower the value of any adjoining property or the property of the subdivision as a whole.

Section 10. Signs. No advertising sign of any kind shall be displayed on any lot except for one sign when advertising the property for sale or rent, and any signs used by a builder or developer to advertise the property during construction or sales period.

Section 11. Visual Obstructions, Aerials, Television Antennas. Outside antenna or satellite dishes shall not be located between dwelling unit and adjacent street. However, the Developer may approve one small personal satellite dish not exceeding 24 inches in diameter mounted on the rear side of the roof of the dwelling constructed and maintained in good condition and in a location so as not to be visible from the street abutting the dwelling. All mowers, bicycles, appliances, etc., are to be permanently stored out of sight. All appliances and miscellaneous items of personal property are to be housed in an enclosed permanent structure. All newspaper boxes shall be mounted on the same post as the mailbox.

Section 12. Utility Buildings and Detached Garages. No utility buildings, sheds or outbuildings shall be erected, placed or permitted to remain on any Lot without the prior written consent of the Developer.

Section 13. Development Control. At least thirty (30) days prior to the date of commencement of construction of any dwelling on any Lot, or the construction of any improvements to an existing dwelling on any Lot, the Owner of such Lot shall furnish to the Developer the following:

- (a) A master copy of the floor plans with elevations.

The Developer shall review the foregoing to determine whether they comply with the provisions of the Declaration and to applicable zoning ordinances; to determine whether or not the proposed dwelling to be constructed upon the Lot will blend architecturally with the other dwellings constructed or to be constructed on other Lots in the property; will detract from the neighborhood or will materially affect the property value of other Lots in the Property; to determine the nature and quality of proposed workmanship and materials; and to determine the location of the dwelling with respect to the topography and finished grade of the dwelling. The Developer shall either approve or disapprove the proposed plans and specifications and if they are approved shall furnish the Owner a notarized statement that the plans and specifications have been approved. If the plans and specifications are not approved, notice of the disapproval and the reason for disapproval shall be given to the Owner of the Lot within twenty (20) days after receipt of the plans and specifications. After plans and specifications have been approved, construction shall commence as soon as practicable and construction shall be completed in accordance with the plans and specifications and there shall be no material changes in the plans and specifications without the prior written consent of the Developer. This paragraph imposes no responsibility or liability upon the Developer to review the plans and specifications, and each Owner is responsible for the quality and safety of construction of the dwelling on each such Owner's Lot.

Section 14. Fencing. No continuous hedge or planting shall be permitted between the front setback line and the front Lot line, except shrubbery next to the dwelling which does not detract from the neighborhood. No continuous fence, wall or like structure shall be permitted between the rear of the dwelling and the front Lot line. No continuous fence, wall, hedge, planting or like structure over six (6) feet in height shall be permitted on any Lot. Each fence which is installed or placed on any Lot in the subdivision must be of new material and constructed of either, wood, plastic PVC, aluminum, ornamental iron or finished masonry. Each such fence shall be constructed in a manner that does not detract from the neighborhood and shall be maintained in good condition. For wood fences, all supporting framework shall face the interior of the Lot.

Section 15. Boats and Vehicles. No boats, boat trailers, mobile homes, house trailers, travel trailers, camper vehicles, motor homes, trucks (such term shall not include pickup trucks, SUVs, passenger vans, and minivans), and commercial vehicles shall be permitted to remain in the subdivision overnight; except that boats and boat trailers, travel trailers, motor homes, camper vehicles and commercial vehicles are permitted when (a) parked in an enclosed garage; or (b) parked on the driveway to a Lot on a temporary basis not exceeding seven (7) days; or (c) parked on a Lot in a location fifty (50) feet behind the front property line, and when such boat or vehicle is not visible from the street and does not detract from the neighborhood. Except for inoperative vehicles which are parked in an enclosed garage, all vehicles shall have a current license tag registration and shall be in an operating condition. No vehicles shall be parked on any street or front lawn of the subdivision overnight or on a regular or continuing basis. Notwithstanding the foregoing, a member of a family residing in the home may park a passenger car or pickup truck in the driveway of the residence as long as such vehicle is operable and has a current tag registration.

Section 16. Pools. No above ground pools may be installed on any Lot. All pools must be enclosed by fences or wall enclosures on all sides or screen enclosures.

Section 17. Clotheslines. Clotheslines and the drying of clothes or other items on lines on the Property are prohibited to the extent permitted by law.

Section 18. Maintenance. Each lot owner shall be responsible for the improvements, care and maintenance of his property and shall keep the same neat, clean, and mowed. Failure to abide by this requirement or any of the restrictions herein will allow the Developer or Homeowners' Association at their discretion, to enter upon the premises and make improvements and perform maintenance at the owner's expense; payment of said expense or pro-rata share of common area maintenance shall be made by lot owner with fifteen (15) days from billing mailing date. Unless timely paid, Developer or Homeowners' Association may add actual cost plus twenty percent (20%) to any mortgage indebtedness then owing to Developer on said lot, or may cause a charging lien to be placed upon said lot for actual cost plus twenty percent plus all legal expenses, and may collect same by civil action.

Section 19. Regulations. Lot purchasers shall have the responsibility of meeting all governmental regulations and requirements applicable for the use of their lot for residential purposes. All dwelling units within the subdivision shall utilize the public water and sewer service facilities as made available and each owner thereof shall pay the duly authorized tap, service, and other charges occasioned by the use thereof. Purchaser shall not obstruct the flow of drainage in any ditches.

Section 20. Easements. Easements for roadways, utilities and drainage facilities are reserved as shown on the recorded plat of the Subdivision. Within these easements, no structure, permanent improvements, or landscaping plants, other than grass, shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of roadways, utilities and drainage facilities.

Section 21. Utilities. All utility lines, including electrical and telephone lines, shall be installed underground. This shall apply to all connections to both underground and overhead terminals.

Section 22. Vegetation in Rights-of-way. Each Owner of a Lot agrees to maintain and trim the vegetation in the road right-of-way adjacent to such Owner's Lot and agrees to maintain and trim the vegetation located within all drainage swales and all easements located on such Owner's Lot. Each purchaser of a Lot acknowledges and understands that lands in the vicinity of a road right-of-way, drainage swale or drainage easement swale may be subject to temporary standing water when conditions decrease the rate of percolation and drainage runoff from such road right-of-way of drainage easements.

Section 23. Fire or Casualty. No building within the Subdivision which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such partially or totally destroyed state for a period in excess of six (6) months from the time of such fire or other casualty. If not reconstructed or repaired within such six (6) month period, the Owner shall promptly raze and remove such dwelling from the Lot. Any repair or reconstruction after casualty shall be in accordance with the original plans and specifications previously approved by the Developer. Any construction or repair which is not in accordance with such original plan shall be resubmitted to the Developer for review and approval. Any such repair and reconstruction shall be pursued diligently and continuously until completed.

ARTICLE VI. HOMEOWNERS ASSOCIATION

The Developer has formed the Association. The Owners of all Lots in the Property shall be members of the Association and the Developer reserves the right to add other lands in the vicinity of the Property to the area in which the Owners Lots are members of the Association. Such additional property shall be added by reference to the Association in the restrictions recorded for each new subdivision. The Association has the right, responsibility and obligation to:

1. Maintain all Subdivision streets in a good and safe condition and repair and resurface when and if necessary, unless maintained by a governmental entity.
2. Maintain lift station and sewer system within the Subdivision, unless maintained by a governmental entity.
3. Maintain all landscaping, irrigation and entrance signs at the entrance to the Subdivision and all other improvements, etc. constructed by the Developer at the entrance to the Subdivision or within the right of way of easements, drainage swales or swales which are not the responsibility of the Lot Owners to maintain, repair and replace or which have not been turned over to a governmental entity or utility supplier to maintain, repair and replace.
4. Enforce the provisions of this Declaration.
5. Maintain the drainage swales or underground pipeline and other drainage facilities located within the Drainage Easement, excluding any obligation to maintain any plantings or grassed areas, which shall be the Lot Owner's responsibility to maintain.
6. Provide public liability insurance in such amounts and with such coverage as the Directors shall determine from time to time appropriate. The Association may choose to purchase Personal Property Damage coverage for the fence or landscaping.
7. Perform such other maintenance, repair and replacement as the Directors shall determine to be in the best interest and for the purpose of promotion of the health, safety, general welfare and benefit of the Members and the Subdivision.

ARTICLE VII. GENERAL PROVISIONS

Section 1. Enforcement. The Developer, Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Developer, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters of each class of members. The restrictions in Article V may be amended at any time by the Developer in case of hardship so long as the amendment does not dilute or weaken the intent or purposes of these restrictions

Section 4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association of any member thereof for a period of twenty-five (25) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of twenty-five (25) years unless otherwise agreed to in writing by the then owners of at least three-quarters of the subdivision lots, except that any agreement by the then owners which would affect the surface water management system, including the water management portions of the common area, must also be approved, executed and acknowledged by the Southwest Florida Water Management District.

Section 6. Violations. Any violation of the above prior to fifty (50) years from the date hereof shall entitle any owner of any lot to enforce same by injunction, and further, the invalidation of any one of these restrictions by judgment or order of court will in no way affect any of the other restrictions, and such other restrictions shall remain in full force and effect.

Section 7. Attorney Fees and Costs. In the event suit is brought to enforce these restrictions, the losing party shall be responsible for all court costs and a reasonable attorneys' fee incurred by the prevailing party.

Section 8. Common Area. Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the association, after the original development thereof by the developer.

Section 9. Developer or the transferees of developer shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent developer, developer's transferees, or their employees, contractors, or subcontractors of developer or developer's transferees from doing on any part or parts of the subdivision owned or controlled by developer or developer's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent developer, developer's transferees, or their employees, contractors, or subcontractors of developer or developer's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by developer, developer's transferees, or their representatives, such structures as may be reasonably necessary for the

completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise, but not limited to, model homes and sales offices;

(c) Prevent developer, developer's transferees, or their employees, contractors, or subcontractors of developer or developer's transferees from conducting on any part or parts of the subdivision property owned or controlled by developer or developer's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or

(d) Prevent developer, developer's transferees, or their employees, contractors, or subcontractors of developer or developer's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdivision lots; or

As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residence.

Executed this 11th day of JANUARY, 2005.

D. Magness Construction, Inc., a Florida Corporation

Patricia MAGNESS
Witness: [Signature]

By: [Signature]
David Magness

BOWEN FAMILY HOMES OF FLORIDA, INC.

Henry MAGNESS
Witness: [Signature]

STATE OF FLORIDA
COUNTY OF POLK

[Signature]
Jerry J. Brenning, President
[Signature]
Witness to Brenning

The foregoing instrument was acknowledged before me the 11th day of JANUARY, 2005, by David Magness, who is personally known to me or who has presented his Florida Drivers' License as identification.

[Signature]
Notary Public

My Commission Expires:

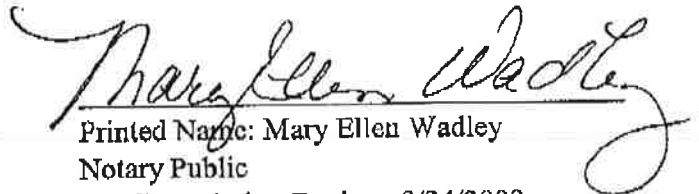
Page 12 of 12

LESLIE SIMMONS
Notary Public, State of Florida
My comm. exp. July 13, 2007
Comm. No. DD 231622

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 19th day of April, 2005, by Jerry J. Brenning, President of Bowen Family Homes of Florida, Inc., a Florida corporation, who is personally known to me or who has produced his driver license as identification, and who ☐ did ☐ did not take an oath.




Printed Name: Mary Ellen Wadley
Notary Public
My Commission Expires: 9/24/2008

**BY-LAWS
OF
LAKE ROCHELLE ESTATES HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION: The name of the corporation is **Lake Rochelle Estates Homeowners Association, Inc.**, hereinafter referred to as the "Association". The principal office of the corporation shall be located at **2629 Waverly Barn Road, Davenport, Florida 33897**, but meetings of members and directors may be held at such places within the State of Florida, County of Polk, as may be designated by the Board of Directors.

ARTICLE II

Section 1. "Association" shall mean and refer to **Lake Rochelle Estates Homeowners Association, Inc.**, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the 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 the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 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 an obligation.

Section 6. "Declarant" shall mean and refer to **D. Magness Construction, Inc., a Florida Corporation**, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of Courts, Polk County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of seven o'clock P.M. 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 of 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 15 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, one-tenth (1/10) 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 By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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 IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

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 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. The directors shall have the right to take any actions in the absence of a meeting which they could take at a meeting by obtaining the written approval of all directors. Any actions so approved shall have the same effect as though taken at a meeting of the directors

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES FO THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, 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 of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(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 By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or 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, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within (30) 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 by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

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

(g) cause the Common Area to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, 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 and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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 as 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. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are 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 his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board 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 and of the members; keep appropriate current records showing the members of the association together with their addresses, and shall perform such other duties as required by the Board.

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 audit of the Association books to be made by a public accountant 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 the members.

**ARTICLE IX
COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X 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 By-Laws 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 XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual 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 when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by law and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's 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 Area or abandonment of his Lot.

ARTICLE XII CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: **Lake Rochelle Estates Homeowners Association, Inc.**

ARTICLE XIII AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

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

ARTICLE XIV MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of **Lake Rochelle Estates Homeowners Association, Inc.** have hereunto set our hands this 11th day of January, 2005.

J.J. Brenning
Printed Name: J.J. Brenning

David Phelps
Printed Name: David Phelps

Michael J. Mahlon
Printed Name: Michael J. Mahlon

J.J. Brenning
J.J. Brenning

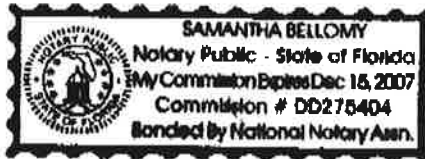
David Phelps
David Phelps

Thomas M. Phelps, Sr.
Thomas M. Phelps, Sr.

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this 11th day of January, 2005, by J.J. Brenning; David Phelps and Thomas M. Phelps, Sr., who are personally known to me or who have presented their Florida Driver's License as identification.

SEAL



My Commission Expires: 12-15-07

Samantha Bellomy
Notary Public

Samantha Bellomy
Printed Name

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of **Lake Rochelle Estates Homeowners Association, Inc.**, a Florida corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 11th day of January, 2005.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 11th day of January, 2005.

Seal

[Signature]
Secretary

**ARTICLES OF INCORPORATION
OF
LAKE ROCHELLE ESTATES HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of "Florida Not for Profit Corporation Act", the undersigned, all of whom are residents of Polk County, Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

NAME

The name of the corporation is **Lake Rochelle Estates Homeowners Association, Inc.** hereafter called the "Association".

ARTICLE II

LOCATION

The principal office of the Association is located at **2629 Waverly Barn Road, Davenport, Florida 33897**

ARTICLE III

REGISTERED AGENT

J. J. Brenning, whose address is **2629 Waverley Barn Road, Suite 138, Davenport, Florida 33897**, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

Part of Lots 1, 2 and 3 of FRED W. INMAN'S SUBDIVISION of the Northeast quarter of Section 9, Township 28 South, Range 26 East, as shown in Plat Book 1, Page 37A of the Public Records of Polk County, Florida, described as: Beginning at the intersection of the West boundary of Lot 3, above described, with the Northerly right of way boundary of State Road #544, as not located, same being a curve concave to the Southerly, having a radius of 1266.2248 feet; run thence Easterly, along said curve and Northerly right of way boundary, through a central angle of 31°47'06", for a chord-bearing of N73°51'14"E, a chord distance of 693.4691 feet; thence run N89°44'47"E, a distance of 908 feet, more or less, to the waters of Lake Rochelle; thence run Westerly, Northerly, Westerly, Southerly, Southwesterly and Westerly, along said waters, to their intersection with a line bearing N01°01'35"W, from the Point of Beginning; thence run distance of 980 feet, more or less to, the said Point of Beginning; Containing 18.3 gross acres, more or less, or 16.8 net usable acres, more or less. Subject to easements and/or rights of way as of record and/or in use.

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of Courts of Polk County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; 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) 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;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise;

(h) operate and maintain all Common Areas, meaning all platted subdivision roads, and easements together with the boundary walls located on a portion thereof, and the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances;

(i) establish rules and regulations to govern conduct of members of the Association and furtherance of the principles and purposes contained in these Articles of Incorporation and consistent with the purposes of the Declaration of Covenants, Conditions and Restrictions;

(j) impose assessments against members of the Association and to enforce said assessments as set forth in the Declaration of Covenants, Conditions and Restrictions governing the subdivision.

(k) the Association shall have the power to sue and to be sued;

(l) the Association shall have the power to contract for services to provide for operation and maintenance of the Common Areas if the Association shall employ a maintenance company;

(m) require all the homeowners, lot owners, property owners, or unit owners to be members of the Association as a condition to ownership of property within the subdivision.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is 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 which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Developer (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 2007

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3), no more than nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
J. J. Brenning	2629 Waverly Barn Road, Suite 138, Davenport, FL 33897
David Phelps	2629 Waverly Barn Road, Suite 138, Davenport, FL 33897
Thomas Phelps, Sr.	2629 Waverly Barn Road, Suite 138, Davenport, FL 33897

At the first annual meeting the members shall elect one-third of the directors for a term of one year, one-third of the directors for a term of two years and one-third of the directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted,

conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 11th day of JANUARY, 2005.

J. J. Brenning
J. J. Brenning

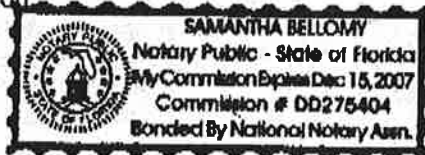
David Phelps
David Phelps

Thomas Phelps, Sr.
Thomas Phelps, Sr.

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 11th day of JANUARY, 2005, by J. J. Brenning; David Phelps and Thomas Phelps, Sr., who are personally known to me or who have presented their Florida Driver's Licenses as identification.

SEAL



My Commission Expires: 12-15-07

Samantha Bellomy
Notary Public

Samantha Bellomy
Printed Name

f Prepared By and Return to:
Tula Michele Haff, Attorney At Law
3399 Cypress Gardens Road, Suite C
Winter Haven, FL 33884
(863) 324-5880

**FIRST AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
LAKE ROCHELLE ESTATES**

This First Amendment to the Declaration of Covenants, Conditions And Restrictions of Lake Rochelle Estates, recorded in Official Record Book 06249, Page 2086 Public Records of Polk County, Florida and according to the plat thereof recorded in Plat Book 130, Pages 14 and 15, Public Records of Polk County, Florida by D. Magness Construction, Inc. and Bowen Family Homes of Florida, Inc., Developer, more particularly described as follows:

WITNESSETH:

WHEREAS, Declaration of Covenants, Conditions and Restrictions were entered into and placed on the following described lands:

LAKE ROCHELLE ESTATES, according to the plat thereof
recorded in Plat Book 130, Pages 14 and 15, Public Records
of Polk County, Florida; and

WHEREAS, D. Magness Construction, Inc. and Bowen Family Homes of Florida, Inc., Developer, is desirous of amending said Declaration in accordance with requirements of the Southwest Florida Water Management District.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions as set forth in Official Records Book 06249, Page 2086 Public Records of Polk County, Florida, is hereby accepted as to LAKE ROCHELLE ESTATES, according to the plat thereof recorded in Plat Book 130, Pages 14 and 15, Public Records of Polk County, Florida and further amended as follows:

ARTICLE V.

Section 24 "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.

Section 25. No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. Construction and maintenance activities which are consistent with the design and permit conditions approved by the Southwest Florida Water Management District in the Environmental Resource Permit may be conducted without specific written approval from the District.

Section 26. Each Property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District.

Section 27. For lots 14 through 24, Subsection 369.20 (8), F.S. states a riparian owner may physically or mechanically remove herbaceous aquatic plants and semi-woody herbaceous plants, such as shrub species and willow, within an area delimited by up to 50 percent of the property owner's frontage or 50 feet, whichever is less. In addition, property owners may construct private docks within the cleared area which are exempt pursuant to Rule 40D-4.051(12)(c), Florida Administrative Code. Otherwise, no owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Bartow Service Office. This restriction includes, but is not limited to the construction of seawalls, upland retaining walls, and the placement of rip-rap or other shoreline reinforcements. Future changes to the abovementioned statute and rule shall be applied to this restriction.

Section 28. The association is responsible for operation and maintenance of the surface water management system facilities. Operation and maintenance and re-inspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.

Section 29. The Southwest Florida Water Management District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the association to compel it to correct any outstanding problems with the surface water management system facilities.

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
LAKE ROCHELLE ESTATES
Page 3**

Section 30. If the association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility

[Signatures on Following Page]

Executed at Polk County, Florida this 30th day of August, 2006.

Signed, Sealed and delivered
in presence of:

[Signature]

Ryan Dean

Witness Printed Name

[Signature]

TERRY W. MOORE

Witness Printed Name

[Signature]

Michael J. Mahler

Witness Printed Name

[Signature]

Ben Snyder

Witness Printed Name

Bowen Family Homes of Florida, Inc.

[Signature]

By: Jerry J. Brenning

Title: DIVISION PRESIDENT

D. Magness Construction, Inc.

[Signature]

By: David Magness

Title: president

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 30th day of August 2006 by Jerry J. Brenning, as Division President of Bowen Family Homes of Florida, Inc., a Florida Corporation, who is personally known to me or has produced _____ as identification.

My Commission expires: 4/12/2009



[Signature]

NOTARY PUBLIC

Lisa M. Mack

Printed Name of Notary

Return to:
RJS LAW GROUP
Rolando J. Santiago Esq.
240 Apollo Beach Blvd
Apollo Beach, FL 33572
Tel: 813-641-0010
Fax: 813-641-0022
Email: Roland@rjslawgroup.com

INSTR # 2011216828
BK 08541 PGS 2212-2213 PG(s) 2
RECORDED 12/20/2011 02:19:10 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 18.50
RECORDED BY X Thao

**RESOLUTION OF THE LAKE ROCHELLE ESTATES
HOMEOWNERS ASSOCIATION INC. REGARDING SUSPENSION
OF VOTING RIGHTS OF A PARCEL OR MEMBER**
(Polk County, Florida)

THIS RESOLUTION is made this 5th day of Dec. 2011 by the Lake Rochelle Estates Homeowners Association, Inc. (the "Association"), a Florida not-for-profit corporation, whose mailing address is 475 W. Town Place, #200, Saint Augustine, FL 32092.

WHEREAS, pursuant to Florida Statute Chapter 720 and the By-laws, Articles of Incorporation and Declaration of Covenants, Conditions and Restrictions recorded at OR BK 06249 PG 2085 *et seq* in the Records of Polk County, the Board of Directors (Board) for the Association is authorized to adopt and publish rules and regulations for the enforcement of the community governing documents,

WHEREAS, Florida Statute s. 720.305(4) provides that "an association may suspend the voting rights of a parcel or member for the nonpayment of any monetary obligation due to the association that is more than 90 days delinquent.",

WHEREAS, upon motion and a second thereof, and after being brought up for discussion, and finally to a vote of the Board at a properly noticed meeting where a quorum was present, the following Resolution was approved and adopted by a vote of the Board in attendance.

NOW, THEREFORE, BE IT RESOLVED:

1. Suspension of voting Rights: That the voting rights of a parcel or member shall be suspended for the nonpayment of any monetary obligation due to the association that is more than 90 days delinquent. The suspension of voting rights and all applicable notice requirements shall comply with the Association governing documents and Florida Statute Chapter 720 *et seq*, as each may be amended from time to time. The suspension ends upon full payment of all obligations currently due or overdue to the Association.

owners.

b. Administrative Fee: \$500.00

This fee shall be applied in each instance that an account is turned over to collections or covenants enforcement and shall cover the administrative costs of the Association.

c. Foreclosure Processing Fee: \$500.00

This fee shall be applied in each instance where the Association commences a foreclosure against a Lot for failure to pay assessments.

d. Foreclosure Monitoring Fee: \$50.00 per month

This fee shall be applied each month, or fraction thereof, that a Lot is in foreclosure status, regardless of whether the action is commenced by the Association, mortgagor or third party.

e. Covenant Enforcement Fee: \$500.00

This fee shall be applied in each instance where the Association commences a lawsuit for violation of the Covenants, Conditions and Restrictions (CCR). This fee also applies for actions to foreclose on a lien filed for violation of the CCR.

f. Covenant Violation Documenting Fee: \$150.00

This fee shall be applied to cover the costs of the Association for inspecting a Lot in violation of the CCR.

g. Lot Maintenance Fee: \$150.00

This fee shall be applied in each instance and in addition to any costs incurred by the Association in the maintenance (mowing, trimming, weeding etc) of a Lot.

2. COVENANT VIOLATION FINES

These fees may be waived or reduced by majority vote of the Board upon a showing of good cause:

a. There is adopted a fine of \$100.00 per day for any violation of the Covenants, Conditions and Restrictions of the Association. A fine may be levied on the basis of each day of a continuing violation, with single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount. A fine or suspension of privileges may not be imposed without notice to the homeowner of at least fourteen (14) days and an opportunity for a hearing before a committee as set forth in Florida Statute Chapter 720 *et seq.* Fines shall commence to accrue automatically if the violation is not cured within the 14-day notice period and continue to accrue until the violation is cured. Fines shall be immediately due and payable to the Association upon notice to the homeowner.

b. There is adopted a per incident fine of \$300.00 to be imposed against each homeowner when an improvement is constructed without Association approval. This fee shall only apply in the case where the improvement is reviewed and approved *ex post facto* (after the fact) by the Association. Payment of the fine is a condition of approval and shall be paid immediately to the Association upon notice to the homeowner. The

Return to:
RJS LAW GROUP
Rolando J. Santiago Esq.
240 Apollo Beach Blvd
Apollo Beach, FL 33572
Tel: 813-641-0010
Fax: 813-641-0022
Email: roland@rjslawgroup.com
www.rjslawgroup.com

INSTR # 2013120174
BK 08994 PGS 2198-2200 PG(S) 3
RECORDED 06/26/2013 01:55:14 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 27.00
RECORDED BY S Wetzel

**RESOLUTION OF THE LAKE ROCHELLE ESTATES
HOMEOWNERS ASSOCIATION INC.**
(Polk County, Florida)

THIS RESOLUTION is made this 21 day of June ²⁰¹³ ~~2014~~ by the Lake Rochelle Estates Homeowners Association, Inc. (the "Association"), a Florida not-for-profit corporation, whose mailing address is 475 W. Town Place, #200, Saint Augustine, FL 32092.

WHEREAS, pursuant to Florida Statute Chapter 720 and the By-laws, Articles of Incorporation and Declaration of Covenants, Conditions and Restrictions recorded at OR BK 06249 PG 2085 *et seq* in the Records of Polk County, the Board of Directors (Board) for the Association is authorized to adopt and publish rules and regulations for the enforcement of the community governing documents,

WHEREAS, upon motion and a second thereof, and after being brought up for discussion, and finally to a vote of the Board at a regularly scheduled meeting where a quorum was present, the following Resolution was approved and adopted by a vote of the Board in attendance; and

NOW, THEREFORE, BE IT RESOLVED:

1. SCHEDULE OF FEES

The following schedule of fees is adopted and shall be applied on the occurrence of a violation of the deed restrictions and payment of assessments or upon the transfer of title to a lot and shall be payable to the Association. These fees and costs are to defray the costs of the Association and shall be applied in all cases unless waived or reduced by majority vote of the Board upon a showing of good cause:

a. Title Transfer Fee: \$150.00

This fee shall be applied in each instance that title is transferred to a third-party homeowner, excluding transfers between or among spouses or co-

owners.

b. Administrative Fee: \$500.00

This fee shall be applied in each instance that an account is turned over to collections or covenants enforcement and shall cover the administrative costs of the Association.

c. Foreclosure Processing Fee: \$500.00

This fee shall be applied in each instance where the Association commences a foreclosure against a Lot for failure to pay assessments.

d. Foreclosure Monitoring Fee: \$50.00 per month

This fee shall be applied each month, or fraction thereof, that a Lot is in foreclosure status, regardless of whether the action is commenced by the Association, mortgagor or third party.

e. Covenant Enforcement Fee: \$500.00

This fee shall be applied in each instance where the Association commences a lawsuit for violation of the Covenants, Conditions and Restrictions (CCR). This fee also applies for actions to foreclose on a lien filed for violation of the CCR.

f. Covenant Violation Documenting Fee: \$150.00

This fee shall be applied to cover the costs of the Association for inspecting a Lot in violation of the CCR.

g. Lot Maintenance Fee: \$150.00

This fee shall be applied in each instance and in addition to any costs incurred by the Association in the maintenance (mowing, trimming, weeding etc) of a Lot.

2. COVENANT VIOLATION FINES

These fees may be waived or reduced by majority vote of the Board upon a showing of good cause:

a. There is adopted a fine of \$100.00 per day for any violation of the Covenants, Conditions and Restrictions of the Association. A fine may be levied on the basis of each day of a continuing violation, with single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount. A fine or suspension of privileges may not be imposed without notice to the homeowner of at least fourteen (14) days and an opportunity for a hearing before a committee as set forth in Florida Statute Chapter 720 *et seq.* Fines shall commence to accrue automatically if the violation is not cured within the 14-day notice period and continue to accrue until the violation is cured. Fines shall be immediately due and payable to the Association upon notice to the homeowner.

b. There is adopted a per incident fine of \$300.00 to be imposed against each homeowner when an improvement is constructed without Association approval. This fee shall only apply in the case where the improvement is reviewed and approved *ex post facto* (after the fact) by the Association. Payment of the fine is a condition of approval and shall be paid immediately to the Association upon notice to the homeowner. The

Association may revoke an approval for non-payment.

3. That the President of the association is authorized to execute this Resolution. That the proper officers of the association are hereby authorized and empowered to make effective and carry out the terms and conditions of this Resolution.

4. This resolution shall be recorded in the public records of Polk County, FL.

5. Any Resolution in conflict herewith is hereby superseded.

6. This Resolution shall take effect immediately upon adoption.

IN WITNESS WHEREOF, the undersigned, being the President of Lake Rochelle Estates Homeowners Association, Inc, has caused this Resolution to be executed on the day and year first above written.

Signed, sealed and delivered

LAKE ROCHELLE ESTATES
HOMEOWNERS ASSOCIATION, INC., a
Florida not-for-profit corporation

In the presence of:

Print Name

Valerie Golden

By:

Print

Its: President

(Corporate Seal)

Print Name

STATE OF FLORIDA

County of DRAKE ss

The foregoing instrument was acknowledged before me this 21st day of JUNE
2000 by VALERIE GOLDEN, whom is personally known to me; or provided ID.

Seal:

Notary Public Signature

Print:

Commission no.

Expires:

