

WELCOME TO

Thousand Roses Phase 2

President -- Jeff Shields, 863-589-5752

Vice President -- Judy Clark 863-438-5252

Secretary/Treasurer -- Jacquie Hawkins 863-676-0185

We are so glad you have chosen to live among us. This is a 55 up Senior Retirement Community. Here are a few things that might help you to adjust to your new surroundings.

Florida Refuge/Republic Pickup Schedule:

Garbage Pickup, Recycle Pickup and Yard Waste Pickup: is on Tuesdays. You cannot put your totes or yard waste out before Monday evenings and they must be put behind your house by Tuesday nightfall. There is free back-door pick up for those unable to bring the garbage tote to the front. You will need a doctor's letter saying you are unable. Bring the letter to City Hall.

Mail: The mail boxes are near the front gate. Mail is usually delivered by 2 PM.

Kiosk: The kiosk is by the mailboxes. In it we post notices, reminders, the newsletter, pictures, etc. It is wise to check it out periodically when picking up your mail. No private announcements are allowed.

Gate: The code for the gate changes monthly and is posted in the monthly newsletter. If you choose to purchase a remote, the charge is \$40. Call Judy if you wish to purchase one.

Restrictions

Speed Limit: is 15 mph. This is strictly enforced. Speeders are reported to the police.

HOA Fees: \$50 due on the first of each month. There is a \$7.50 late fee for checks (no cash please) not delivered to Judy by mail at PO Box 94, Lake Hamilton, 33851. It must be stamped by the post office no later than the 10th to avoid a late charge.

Satellite Dishes: Antennas etc. have to be installed in the BACK OF THE HOUSE.

Yardwork: Mowing, weed-eating, and blowing are done for you. Any and all complaints have to go through Jacquie. Please do not stop workers to ask them to do or not to do anything. You may opt out of having yardwork done for you, but then you will have to do it yourself on the day the company does so the neighborhood looks the same. You are responsible for flower beds, shrubs, pruning trees etc. or you may hire Andy at Florio Landscaping at 954-354-1663.

Pets: Dogs are allowed, (up to two weighing 20 pounds or less). Both dogs and cats must be on a leash at all times if outside your house. Complaints will be turned over to Polk County Animal Control. The City has a leash law and there is a steep fine for non-compliance.

Sandhill Cranes: Feeding Sandhill Cranes is against state and local ordinances as well as our Covenant. Violators will be reported to the Florida Wildlife Agency and there is a steep fine.

Bi-Laws: If you do not have a copy of our Bi-law restrictions you may get one from Judy.

Sandhill Cranes: Feeding Sandhill Cranes is against state and local ordinances as well as our covenant. Violators will be reported to the Florida Wildlife Agency and there is a steep fine.

October 30, 2018

Dear Homeowner,

As of October 30, 2018, the Amendment to restrict new, future rentals of any unit at Thousand Roses has been officially recorded at the Clerk of Courts. From this day forward, only those presently renting a unit can continue to do so, but once the unit is sold, it can no longer be rented out. Units that are at this moment NOT being rented out, can only be sold to someone who will not use it as a rental property.

Sincerely,

Thousand Roses Homeowners Association Board.

ALBERT C. GALLOWAY JR.
PO BOX 3339
LAKE WALES, FL 33859-3339

INSTR # 2018228118
BK 10656 Pgs 637-708 PG(s)72
RECORDED 10/30/2018 02:43:07 PM
STACY M. BUTTERFIELD, CLERK OF COUR
POLK COUNTY
RECORDING FEES \$613.50
RECORDED BY robepleh

This Instrument Was Prepared By:
ALBERT C. GALLOWAY, JR.
FLORIDA BAR NO. 475602
ALBERT C. GALLOWAY, JR., P.A.
PO BOX 3339

PLEASE RETURN TO: ALBERT C. GALLOWAY, JR., P.A.

**FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR 1000 ROSES PHASE II**

This First Amendment to the Second Amended and Restated Declaration of Covenants and Restrictions for 1000 Roses Phase II is made this 15th day of October, 2018, by 1000 Roses Phase II Homeowners Association, Inc. (hereinafter the "Association").

WHEREAS, the following described real property (hereinafter referred to as the "Subdivision") located in Polk County, Florida, and described as follows:

ALL LOTS LOCATED IN 1000 ROSES PHASE II, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 108, AT PAGE 32, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA

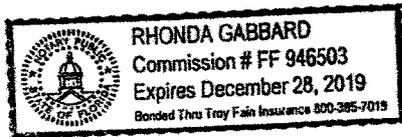
is subject to and encumbered by certain covenants and restrictions as defined by the Declaration of Covenants and Restrictions for 1000 Roses Phase II, as recorded on April 19, 1999, in Official Records Book 4223, Pages 1369, as amended by that certain First Amendment to Declaration of Covenants and Restrictions for 1000 Roses Phase II recorded on October 28, 1999, in Official Records Book 4341, Page 1829, as amended by that certain Second Amendment to Declaration of Covenants and Restriction for 1000 Roses Phase II recorded on May 12, 2008, in Official Records Book 7627, Page 428, as further amended by that certain Amended and Restated Declaration of Covenants and Restrictions for 1000 Roses Phase II, recorded on January 19, 2010, in Official Records Book 8057, at Page 1911, as further amended by the Second Amended and Restated Declaration of Covenants and Restrictions recorded on April 28, 2015, in Official Records book 9511, at Page 1956, all of the Public Records of Polk County, Florida (collectively hereinafter referred to as the "Declaration"); and

WHEREAS, the Association desires to amend the Declaration; and

WHEREAS, Article XI B of the Declaration allows for the amendment of said Declaration pursuant to the terms provided therein.

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me on October 15th, 2018, by Martha Hammack, as Vice President and on behalf of the Association, and Jacqueline Hawkins, as Secretary of 1000 Roses Phase II Owners Association, Inc., a Florida not for profit corporation. They are personally known to me or each has produced a drivers license as identification.



Rhonda Gabbard

Notary Name:

My Commission Expires: 12/28/19

Appended to this First Amendment to the Second Amended and Restated Declaration of Covenants and Restrictions for 1000 Roses Phase II are the requisite properly executed approvals of at least a majority of the Owners of the Lots within the Subdivision as mandated.

INSTR # 2015075525
BK 9511 Pgs 1956-2003 PG(s) 48
RECORDED 04/28/2015 11:05:40 AM
STACY H. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$409.50
RECORDED BY terrdavi

R/E
This Instrument Was Prepared By:
ALBERT C. GALLOWAY, JR.
FLORIDA BAR NO. 475602
ALBERT C. GALLOWAY, JR., P.A.
PO BOX 3339
LAKE WALES, FL 33853

PLEASE RETURN TO: ALBERT C. GALLOWAY, JR., P.A.

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
1000 ROSES PHASE II**

This Second Amended and Restated Declaration of Covenants and Restrictions for 1000 Roses Phase II is made this 22nd day of APRIL 2015, by 1000 Roses Phase II Homeowners Association, Inc. (hereinafter the "Association").

WHEREAS, the following described real property (hereinafter referred to as the "Subdivision") located in Polk County, Florida, and described as follows:

ALL LOTS LOCATED IN 1000 ROSES PHASE II, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 108, AT PAGE 32, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA

is subject to and encumbered by certain covenants and restrictions as defined by the Declaration of Covenants and Restrictions for 1000 Roses Phase II, as recorded on April 19, 1999, in Official Records Book 4223, Pages 1369, as amended by that certain First Amendment to Declaration of Covenants and Restrictions for 1000 Roses Phase II recorded on October 28, 1999, in Official Records Book 4341, Page 1829, as amended by that certain Second Amendment to Declaration of Covenants and Restriction for 1000 Roses Phase II recorded on May 12, 2008, in Official Records Book 7627, Page 428, as further amended by that certain Amended and Restated Declaration of Covenants and Restrictions for 1000 Roses Phase II, recorded on January 19, 2010, in Official Records Book 8057, at Page 1911, all of the Public Records of Polk County, Florida (collectively hereinafter referred to as the "Declaration"); and

WHEREAS, the Association desires to amend and restate the Declaration; and

WHEREAS, Article XI B of the Declaration allows for the amendment of said Declaration pursuant

to the terms provided therein.

NOW THEREFORE, the Association hereby amends and restates the Declaration of Covenants and Restrictions for 1000 Roses Phase II as follows and reaffirms that all of the Subdivision, including all Lots contained therein, shall be held, sold, transferred, conveyed, occupied and used subject to the following covenants, restrictions, easements, reservations, liens, charges and conditions, which shall: (a) run with the Subdivision, and all Lots contained therein; (b) be binding on all persons and entities having or acquiring any right, title or interest in the Subdivision or any part thereof, and their heirs, successors, and assigns; and (c) inure to the benefit and limitation of all present and future owners, tenants and residents of the Subdivision; except as provided below. The covenants, restrictions, easements, reservations, liens, charges and conditions are as follows:

ARTICLE I
DEFINITIONS

The following definitions shall be applicable for purposes of this declaration:

- A. **"Subdivision"** shall mean and refer to that certain real property described above and such additional real property as may hereafter be annexed into the "Subdivision" and made subject to this declaration.
- B. **"Lot"** or **"lot"** shall mean and refer to any plot of real property on which a residential unit is located (including, but not limited to, a residential unit which shares a common wall with an adjacent unit) located within the Plat of 1000 Roses Phase II.
- C. **"Owner"** shall mean and refer to each person or entity who is a record owner of a fee simple interest or fractional undivided fee simple interest in any Lot, including contract sellers, but excluding any person or entity who holds such an interest merely as security for the performance of an obligation. Owner shall also mean and refer to each person who is a record owner of a life estate in a fee simple interest in any Lot.
- D. **"Common Area"** shall mean and refer to all of the Subdivision, including any additional real property as may hereafter be annexed into the Subdivision and made subject to this declaration, less and except therefrom all Lots as defined. The Common Area shall include all roads, the perimeter, common wall and drainage facilities thereon.
- E. **"Association"** shall mean and refer to 1000 Roses Phase II Homeowners Association, Inc., a Florida not-for-profit corporation, and its successors or assigns.
- F. **"Homeowners Association Fee"** shall mean all annual and special Homeowners Association Fees levied for the purposes stated herein.

ARTICLE II
USE AND INDIVISIBILITY

No Lot covered by this Declaration shall be used except for residential purposes, and no Lot shall be reduced in size by any method whatsoever.

ARTICLE III
1000 ROSES OWNERS ASSOCIATION, INC.

On or about September 19, 1999, Gary C. Grondin caused to be formed the 1000 Roses Phase II Homeowners Association, Inc., a Florida corporation not for profit, by the filing of Articles of Incorporation therefor in the office of the Florida Secretary of State. The Association was formed to function as the instrumentality of Owners within the Subdivision to: (a) control and regulate residential development within the Subdivision; (b) promote, assist and further adequate and proper maintenance of the Subdivision, including the Common Area therein; (c) foster and promote recreational activity within the Subdivision through the acquisition (whether by fee simple ownership, lease or other possessory use interest) and maintenance of recreational land and facilities as it may deem appropriate for the benefit and use of the Owners, and otherwise promote recreational activities in such manner as it deems beneficial to the Owners; and (d) otherwise engage in such additional lawful activities for the benefit, use, convenience and enjoyment of Owners as it deems proper.

- A. **Membership:** Each Owner shall automatically become a member of the Association upon the acquisition of an "ownership" interest in the Lot and upon the recording, in the public records of Polk County, Florida, of a deed or other instrument evidencing such ownership interest. Membership shall continue until such time as the Owner transfers or conveys of record said ownership interest, or said ownership interest is transferred or conveyed by operation of law; at which time said membership (with respect to the Lot or interest conveyed) shall automatically be conferred upon the transferee. Membership shall be appurtenant to and may not be separated from ownership of the Lot. Only Owners may be members of the Association and a person or entity's membership in the Association shall automatically terminate when such person or entity ceases to be an Owner.
- B. **Membership Voting:** Members shall consist of all Owners, but each residential unit is entitled to one vote only. When more than one person or entity holds an interest as an Owner in any one Lot, all such persons and entities shall be members of the Association, but the single vote for such Lot shall be cast as the majority in interest of such Owners shall determine. In no event shall more than one vote be cast with respect to any one Lot.
- C. **Board of Directors:** The Board of Directors of the Association shall consist of at least three (3) members. Boards shall be elected in accordance with the Articles of Incorporation and Bylaws of the Association.

- D. **Officers:** Officers of the Association shall be appointed by the Board of Directors of the Association in accordance with the Articles of Incorporation and Bylaws of the Association.

ARTICLE IV
SUBDIVISION SPECIFICATIONS AND RESTRICTIONS

- A. **Exterior:** All exterior paint colors shall be subject to approval by the Association.
- B. **Landscaping:** Landscape plans shall be approved by the Association. No trees shall be planted within five feet of any building.
- C. **Fences:** No wall (other than the dwelling walls) or fence shall be constructed on any Lot, except for the perimeter wall which is common to the 1000 Roses development.
- D. **Additional construction:** Any additional construction proposed on any Lot must be approved by the Association.
- E. **Utility Buildings:** No utility buildings, sheds, tent, temporary building, unattached garage, or other out building of any kind, character or description shall be constructed or maintained, either temporarily or permanently on any Lot.

ARTICLE V
LOT MAINTENANCE

Each Owner agrees to maintain the Owner's Lot in a clean and sanitary condition and with an aesthetically attractive appearance. The Association shall be responsible for mowing of all Lots and common areas, however, all other lot maintenance shall be the responsibility of the Owner. If, in the opinion of the Association, a lot owner is not complying with the provisions of this Section, the Board shall give notice of this fact to the lot owner and shall advise the lot owner of what must be done to meet compliance and shall specify a time period, not to exceed 30 days within which compliance shall be made. If a lot owner fails to comply with the Association's requirement within the time allotted, the Association, its agents, employees, or designated representatives, shall have the right to entry onto said lot, without fear of prosecution for trespass, for the purpose of cleaning up said lot and shall be entitled to bill and collect all costs incurred in said cleanup operation from the Lot owner. Should the Lot owner fail to pay said bill when rendered, the amount of same shall become a lien against the Lot, and the Association may proceed to enforce the collection of same in the same manner as a delinquent annual or special assessment.

ARTICLE VI
COMMON AREA AND ASSOCIATION PROPERTY

- A. **Acquisition and sale of property:** The Association shall have the power and authority to acquire such interests in real and personal property as it may deem beneficial to its members.

Said interests may include fee simple or other absolute ownership interests and leaseholds and such other possessory use interests. Any purchase, sale, transfer or conveyance of real property hereunder must have the approval of the membership of the Association; said approval to be by the vote of two-thirds (2/3) of the total outstanding votes held by Owners in attendance in person or by proxy at a regular or special meeting of the membership called, at least in part, for the purpose of said approval.

- B. **Maintenance of common area:** The Association shall maintain and repair, in reasonably good condition, all of the Common Area, including all retention areas and other portions of the drainage system thereon, all landscaping thereon, and any signs, lighting, structures, entranceway, and other improvements thereon, and such property as may be acquired by the Association. All drainage areas shall, at all times, be maintained in a manner consistent with their use as a drainage area.

The Association's obligation to maintain any portion of the roads, drainage systems, or other part of the Common Area shall exist only until such portion is dedicated or transferred to, and responsibility for maintenance of such portion is accepted by, any public agency or authority or any public or private utility company. In addition to the powers enumerated herein and any and all other powers granted to the Association, the Association shall have the power and responsibility to operate and maintain all common properties, specifically including but not limited to, the surface water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances. The surface water management system shall be owned by the Association as a common property. Additionally, if the Association is dissolved for any reason whatsoever, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government and, if that is not accepted, then the surface water management system shall be dedicated to a non-profit corporation which shall provide for the perpetual maintenance of the surface water management system.

- C. **Rules Governing Use of Association Property:** The Association, through its Board of Directors, may establish, impose, and promulgate, from time to time, rules regulating the use of Association property and the Common Area by the Owners as it may deem to be in the best interest of the Owners. A copy of all rules and regulations established hereunder and any amendments thereto shall be provided to all Owners.
- D. **Security Gate Western Entrance:** The Association may, in its sole and absolute discretion, construct a "carded" or "coded" security gate at the western entrance to the Property. In the event the Association chooses to do so, it shall have the right to charge a reasonable amount per annum per Lot for the cost of electric power to the facility and require a deposit for any entry cards and/or code numbers. Further, the repair and maintenance of said facility shall be paid in full by the Association.
- E. **Association Monthly Activities:** The Association, for the purpose of monthly community gatherings, may utilize tents or awnings to shelter the activities. The tents or awnings shall be removed by the Association following the gathering.

ARTICLE VII
EASEMENTS

- A. Easements for installation and maintenance of utilities and drainage facilities are hereby established and shall be as shown on the plat or plats of any portion of the Subdivision. Within these easements, no structure, planting or other materials shall be placed that may damage or interfere with the installation or maintenance of utilities, change the direction of flow of drainage channels in the easement or obstruct or retard the flow of water through drainage channels in the easements. Each Owner shall be responsible for maintaining any easement located on Owner's Lot. If landscaping or other obstructions are placed on any easement, removal of said obstructions for the purpose of utility maintenance shall be at the Lot Owner's expense.
- B. The Association reserves the right to grant drainage and utility easements over, upon, across and under any easement area established and shown on the plat or plats of any portion of the Subdivision and any portion of the Common Area and any part of any Lot lying within ten (10) feet of and adjacent to any road and within five (5) feet of and adjacent to any other boundary line for such Lot. Any drainage easement shall include, without limitation, the right to drain surface water from any part of the Subdivision or any real property adjacent to the Subdivision. Any utility easement shall include, without limitation, the right to install, replace, repair and maintain utility lines, wires, poles, and other equipment and facilities for water, sewer, electricity, gas, telephone, and cable television, and the right of ingress and egress to and from such utility lines, wires, poles and other equipment and facilities.

ARTICLE VIII
HOMEOWNERS ASSOCIATION FEES

- A. **Homeowner Association Fee Imposed:** Annual and special Homeowners Association Fees payable to the Association are hereby imposed upon each Lot, as set forth below, which Homeowners Association Fees each Owner (by acceptance of a deed or other instrument of conveyance therefor, whether or not it shall be so expressed in such deed or instrument of conveyance), is deemed to covenant and agree to pay such Fees. No Owner may waive or otherwise escape liability for the payment of any Homeowners Association Fee by non-use of all or any part of the Common Area or by abandonment of his ownership interest in the residential unit. No Owner may be excused from the payment of the Homeowners Association Fees established by this Declaration. Such Homeowners Association Fees shall be collected in advance, on a monthly, quarterly, semi-annual or annual basis, as determined by the Board of Directors of the Association, in its sole discretion.
- B. **Amount of Annual Homeowners Association Fee:** An Owners meeting will be called to discuss any changes of Homeowners Association Fees. A vote will be taken of the Owners who

are in attendance at the particular meeting or have submitted a proxy to be used for that particular meeting and fifty-one percent (51%) of the quorum will be required to approve any change to the Homeowners Association Fees.

C. **Special Homeowners Association Fee for Capital Improvement:** In addition to the annual Homeowners Association Fees authorized above, the Association may levy in any year a special Homeowners Association Fee 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 Areas, including fixtures and personal property related thereto. Any such Homeowners Association Fees must be approved by a majority of the quorum of Owners in attendance or by proxy at the meeting pertaining to the fees to be levied.

D. **Notice and Quorum:** Written notice of any meeting called for the purpose of taking any action authorized by paragraph B and C above shall be sent to all Owners not less than thirty (30) nor more than sixty days (60) in advance of such meeting. The quorum required for any meeting called for the purpose of taking any action authorized by paragraphs B or C above shall be Thirty percent (30%) or 21 Lots.

E. **Uniform Assessment:** All Homeowners Association Fees imposed by this Declaration, and any increases or decreases thereof, shall be imposed at a uniform rate upon all Lots.

F. **Creation of Lien:** All Homeowners Association Fees imposed by this Declaration, together with interest on delinquent Homeowner Association Fees as hereafter provided, costs, and reasonable attorney's fees, shall be a charge and continuing lien upon the Lot against which such Homeowners Association Fee is levied. Each Owner hereby grants to the Association a lien on the Owner's Lot to secure the payment of all Homeowners Association Fees levied against the Lot, together with interest, costs, and reasonable attorney's fees. If any Homeowners Association Fee payment is not received by the Association within thirty (30) days after its due date, the Association may record a notice of lien in the public records of Polk County, Florida, in accordance with the applicable provisions of Chapter 720, Florida Statutes, as amended from time to time. This lien shall be subordinate to any mortgage or mortgages encumbering the Lot and of record at the time of the recording of the notice of lien.

G. **Personal Obligation:** Each Homeowners Association Fee levied against an Owner's Lot, together with interest on delinquent Homeowner Association Fees as previously provided, plus costs, and reasonable attorney's fees, shall be the personal joint and several obligation of all persons and entities who were the Owners of the residential unit at the time when the Homeowners Association Fee became due.

H. **Purpose of Homeowner Association Fees:** The Homeowners Association Fees imposed by this Declaration shall be payable to the Association and shall be used by the Association to carry out its obligations under this Declaration and for any other lawful purpose or activity of the Association, as it shall determine in its sole and absolute discretion.

I. **Commencement of Homeowner Association Fees:** Homeowner Association Fees shall be levied against a Lot and the Owner of the Lot shall be obligated to pay such Homeowners Association Fees commencing on the day such Lot is conveyed to the Owner. For convenience

in collecting the Homeowners Association Fees, the Association may adjust by proration any Homeowners Association Fee payment so that all Homeowner Association Fees under this Declaration will be due and payable on the same day.

J. **Verification of Payment:** The Association shall, upon request and payment of a reasonable fee, furnish a Verification of Payment signed by the Association, setting forth whether or not all Homeowners Association Fees levied on a specified Lot have been paid. A properly executed Verification of Payment from the Association as to the status of Homeowners Association Fees levied against a Lot shall be binding on the Association as conclusive evidence of payment of any Homeowners Association Fees shown in the Verification of Payment to have been paid. Such Verification of Payment requires written approval by the Owner to release such information.

K **Delinquent Homeowner Association Fees:** If any Homeowners Association Fee payment is not received by the Association within ten (10) days after its due date, such Homeowners Association Fee payment shall be subject to a monthly late fee equal to fifteen percent (15%) of the amount owed for each month after assessment until payment is received. The Association may bring an action against the Owner personally obligated to pay the delinquent Homeowners Association Fee to recover the amount of such delinquent Homeowners Association Fee, together with interest accruing thereon and the costs incurred or to be incurred in collecting the delinquent Homeowners Association Fee, including costs and reasonable attorneys' fees. The Association may also foreclose the Homeowners Association Fee lien imposed and granted to the Association upon the Lot against which the Homeowner Association Fee was levied in accordance with the applicable provisions of Chapter 720, Florida Statutes, as amended from time to time.

11. If any Homeowners Association Fee payment is not received by the Association within ten (10) days after its due date, the Association may suspend the rights of the delinquent owner, and his or her guests and invitees to use the Common Areas until such time that all delinquent Homeowners Association Fees are paid in full.

ARTICLE IX

SPECIAL PROVISIONS REGARDING UTILITIES AND EASEMENTS

Easements and drainage provisions: Easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines, and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water and other utilities whether or not the easements are shown on the Plat to be for drainage, utilities, or other purposes. The owners of the lots subject to easements shown on the Plat shall acquire no right, title or interest in and to any cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over or under the property subject to the easements. The owner of any lot subject to any easement or easements shall not construct any improvements upon the easement areas. If any owner constructs any improvements on the easement areas shown on the Plat, the owner of the Lot shall remove the improvement upon

written request of the Association. The Association shall maintain any and all drainage swales or pipes required for the property drainage. No leaves, branches, fences, or other obstructions shall be placed or erected so as to obstruct the flow of such drainage.

ARTICLE X
MISCELLANEOUS RESTRICTIONS

- A. 1000 Roses Phase II is an adult community intended for older adults and it has facilities and services designated to serve the physical and social needs of such persons. Further, all household members should be 55 years of age or older with the exception of a spouse who cannot be younger than 45 years of age. The age restrictions shall not apply to a resident's guest, if the guest does not stay longer than fourteen (14) consecutive days or thirty (30) total days per year; unless otherwise approved by the Association. The Association reserves the right to make exceptions to this rule.

Each of the residential units shall be occupied only by a single family, or duly-licensed health-care provider(s), or guests of the family, for residential purposes and for no other purpose. "Single family" shall mean: (i) one person; or (ii) not more than two unrelated persons living and cooking together as a single housekeeping unit; (iii) three or more persons living and cooking together as a single housekeeping unit, up to a maximum occupancy of two persons per bedroom (bedrooms determined by reference to the original Developer's specification), and wherein no more than one such person is unrelated to the other such persons who shall otherwise all be related to each other by blood, marriage, or legal adoption. No unit may be divided or subdivided into smaller apartments, nor any portion thereof sold or otherwise transferred."

- B. Clotheslines shall not be permitted and no outdoor clothes drying areas shall be allowed on any Lot.
- C. No part of any Lot shall be used for automotive, motor or engine repair.
- D. No sewer overflow from septic tanks, waste water, garbage, trash or other refuse shall be placed or emptied upon the surface of any part of the Subdivision.
- E. Garbage or rubbish shall not be dumped or allowed to remain on any Lot. All garbage, recyclables, rubbish or other debris shall be placed in appropriate containers which are to be kept in the rear of the home except on pick-up day and which shall not be placed at curbside any sooner than the evening prior to the pick-up day.
- F. No business or trade of any kind or noxious or offensive activity shall be conducted upon any Lot within or without the dwelling or improvements thereon; nor shall anything be done thereon or therein which may be or become an annoyance or nuisance to the neighborhood. No trailer, tent, shack or other such structure shall be located, erected or used on any Lot, temporarily or permanently, except portable toilets used during construction.

- G. No radio or television aerial antenna or any other exterior electronic equipment or device of any kind shall be installed or maintained on any Lot or the exterior of any structure located on a Lot with exception of up to two satellite dishes that may only be attached to the rear of the dwelling unit.
- H. No signs of any kind, unless approved in writing by the Association shall be displayed to the public view on any portion of the Subdivision except one sign of not more than two (2) square feet identifying the Owner and address, one sign of not more than four (4) square feet advertising a residential unit for sale or rent. Any sign utilized in connection with the foregoing will be professionally prepared and may be located only on the residential unit to which the sign refers and shall be located no more than two (2) feet from the residential unit, with the exception of a mandatory chemical warning sign on the property by qualified lawn-care personnel after spraying, but for no more than twenty-four (24) hours unless otherwise mandated by law.
- I. No husbandry of either animals or fowls shall be conducted or maintained on any portion of a Lot. The feeding on Sand Hill Cranes is legally prohibited.
- J. House pets shall be limited to two per household and shall be less than twenty (20) pounds each. Pets, including cats, are prohibited from running unattended or with a leash of more than eight feet (8') in length within the Subdivision, unless any such pet is contained by an electronic, invisible pet fence on the Lot of the pet's owner. House pets may not become a nuisance to other Owners or residents in the Subdivision and the Owner shall not permit a pet upon his Lot to generate noise, smell or waste material offensive to other Owners or residents or in violation of law. When walking a pet on a leash, all waste shall be properly collected and disposed of and shall not be left on the property of another Owner.
- K. Only private automobiles may be parked in the parking area provided for each residential unit, except for loading and unloading. No vehicles may be parked on or along the Subdivision's roadways overnight.
- L. No window unit air conditioners are allowed on any building.
- M. The only allowable window dressings will be blinds or curtains. No window dressings, such as aluminum foil or other reflective materials are permitted.
- N. All above ground tanks, cylinders, or containers for the storage of gas or other similar fuels shall not be permitted with the exception of non-commercial outdoor grills.
- O. No Lot shall be rented for a period of less than six months. At least five (5) days prior to the execution of any lease agreement for the rental of a Lot, the Owner shall submit the proposed written lease agreement to the Association for its consideration. Any proposed lease agreement submitted for Association approval shall include the names and ages of all proposed lease occupants, the term of the lease and tenant's mailing address. No Lot shall be rented or leased to any third party except through a rental program.

ARTICLE XI
GENERAL PROVISIONS

- A. **Duration:** The covenants, restrictions, easements, reservations, liens, charges and conditions set forth in this Declaration, as they may be amended from time to time, shall run with the Subdivision, and all Lots contained therein, shall be binding on all persons and entities having or acquiring any right, title and interest in the Subdivision or any part thereof, and their successors, heirs and assigns, and shall inure to the benefit and limitation of all present and future Owners, tenants and residents of the Subdivision, for a term of twenty (20) years from the date this Declaration is recorded in the public records for Polk County, Florida. After this twenty year period, these covenants, restrictions, easements, reservations, liens, charges and conditions shall automatically be extended for successive periods of twenty (20) years, unless an instrument signed by the then Owners of at least a majority of the total Lots then within the Subdivision has been recorded in the public records for Polk County, Florida, agreeing to change or terminate, in whole or in part, the terms and provisions of this Declaration.
- B. **Amendment:** The covenants, restrictions, easements, reservations, liens, charges and conditions set forth in this declaration, or any of them, may be amended, added to, partially or entirely deleted, or terminated at any time and from time to time by an instrument executed by a majority of the then Owners of the total Lots within the Subdivision and recorded in the Public Records of Polk County, Florida.
- C. **Violations and Remedy by Association:** The Association may correct and cure any violation of any term or provision of this Declaration by an Owner that has not been corrected and cured by the Owner within ten (10) to thirty (30) days, as indicated by the Association in its written notice of the violation. The Association is hereby granted the right to enter upon the Owner's Lot and to do all things necessary to correct and cure the violation. The Association's expenses to correct and cure the violation shall be chargeable to the Owner and shall be payable forthwith and upon demand. The Association shall be entitled to recover the such expenses, together with interest at the highest legal rate from the date said expenses are incurred, from said Owner, together with costs of collection and reasonable attorney's fees; which expenses, interest, collection costs and attorneys' fees shall be secured by a lien upon the Owner's Lot. This lien may be perfected by the recording of a claim of lien in the Public Records of Polk County, Florida, and may be foreclosed in the same manner as a mortgage. However, any such lien shall be and is hereby declared to be subordinate to any mortgage or mortgages encumbering the Lot against which the lien is asserted and of record at the time the claim of lien is recorded.
- D. **Enforcement:** Enforcement of the terms and provisions of this declaration, as they now exist or may hereafter be amended, shall be by any action or proceeding at law or in equity brought by the Association or any Owner against the person or entity violating, attempting to violate or failing to perform, any of the terms and provisions of this Declaration, either to restrain or prevent the violation, to compel performance or compliance, or to recover damages.

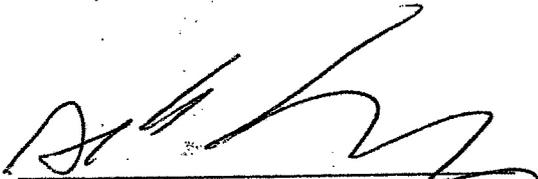
The prevailing party in any such action or proceeding shall be entitled to recover from the losing party a sum equal to the prevailing party's reasonable attorney's fees and court costs, including appeals.

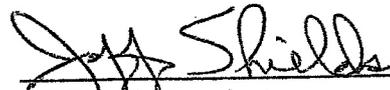
- E. **Notices:** Any notice required to be sent to any Owner under the provision of this Declaration shall be deemed properly given when hand-delivered or deposited in the U.S. regular mail, postage prepaid, and addressed to the Owner at the Owner's last known address shown on the Association's books or records or to the Owner at the Owner's address as shown on the Polk County tax roll.
- F. **Severability:** Invalidation of any term or provision of this Declaration by judgment, court order or otherwise shall in no way affect any of the other terms and provisions, which shall remain in full force and effect.
- G. **Gender/Plurality:** Where used herein, the singular shall be deemed to include the plural, and vice versa, and the masculine to include the feminine and the neuter, and vice versa.
- H. **Governing Law:** This declaration shall be construed in accordance with, and governed by, the laws of the State of Florida.

In Witness Whereof, the Association has executed this Second Amended and Restated Declaration of Covenants and Restrictions for 1000 Roses Phase II as of the 22nd day of APRIL, 2015.

Signed, Sealed and Delivered
In the presence of:

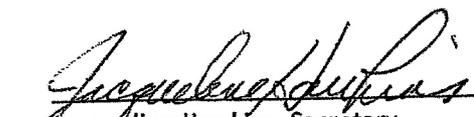
1000 ROSES PHASE II OWNERS
ASSOCIATION, INC.


Witness #1 sign above
Print witness name ▶ Albert C. Galloway, Jr.


Jeff Shields, President

ATTEST:


Witness #2 sign above
Print witness name ▶ Luisa A. Orsini


Jacqueline Hawkins, Secretary

Acknowledgment on the following page