

Prepared by and Return to:
David G. Larkin
Fallace & Larkin, LLC
1900 S. Hickory Street, Ste. A
Melbourne, Florida 32901

Post-It® Fax Note	7871	Date	9/26	# of pages	3
To	Mari	From	Vikki		
Co./Dept.	FYI	Co.			
Phone #		Phone #			
Fax #		Fax #			

**FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR
LAKE TEMPLE a/k/a VILLAGE "B"**

This FIRST AMENDMENT to the DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE TEMPLE a/k/a VILLAGE "B" (hereafter "First Amendment") is made this 1st day of October, 2001 by The Suntree Partners, a Florida general partnership (the "Developer").

RECITALS

A. Developer is the Declarant under the DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE TEMPLE a/k/a VILLAGE "B", dated May 21, 2001 and recorded in Official Records Book 1404, Page 0797 of the Public Records of Brevard County, Florida (the "Declaration");

B. Pursuant to Article 12, Section 13.5 (improperly numbered) of the Declaration for so long as there remains Class B membership voting rights, the Developer may amend, change, supplement, modify or terminate the Declaration without approval of the Owners; and

C. Developer as the holder of all Class B voting rights, as defined under the Declaration, desires to amend Articles 5 Sections 5.3 and 5.5 of the Declaration and to correct the numbering within Articles 11 and 12 as stated herein.

AMENDMENTS

NOW THEREFORE, in accordance with the Declaration, the foregoing Recitals are incorporated into this Amendment and the Declaration is hereby amended and supplemented as follows:

1. Section 5.3 on Page 5 of the Declaration entitled "Annual Assessment" shall be amended in its entirety to read as follows:

The Subdivision Association shall fix the amount and due date of the annual assesment, the periods of collection, whether annually, semi-annually, quarterly or monthly. Initially, annual assessments shall be payable in equal monthly installments. The Board of Directors shall notify the owners of each Lot of the amount and the date on which the assessments are payable and the place of payment. Annual assessments shall be uniform. The initial annual assessment for the first fiscal year shall be \$1,500.00 with an additional start-up fee of \$200.00 payable at the initial closing of each Lot. The \$200.00 start-up fee per Lot shall be paid to the Association at the time of closing by the first purchaser of a Lot other than the Declarant. The Association may use the start-up fee for any of the purposes set forth in this Declaration. The start-up fee shall be paid directly to the Association. Annual assessments may also be used for the maintenance or repair of the Surface Water or Stormwater Management System; including but not limited to work within retention areas, drainage structures and drainage easements.

2. Section 5.5 on Page 6 of the Declaration entitled "Maximum Annual Assessment" shall be amended in its entirety to read as follows:

5.5. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to any owner, the maximum annual assessment shall be \$1,500.00 per Lot.

5.5.1 From and after January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment may be increased each year by a maximum of ten percent (10%) above the maximum assessment for the previous year unilaterally by the Board of Directors without approval by a vote of the Membership.

5.5.2 From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, to increase the maximum annual assessment by more than ten (10%) percent, a vote of two-thirds (2/3rds) of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose, must occur.

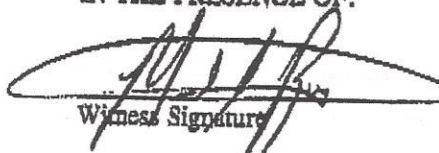
5.5.3 The Board of Directors may fix the Annual Assessment at any amount not in excess of the maximum provided herein.

- 3. Sections 12.1, 12.2, 12.3 and 12.4 within Article II shall be amended and renumbered as Sections 11.1, 11.2, 11.3 and 11.4 respectively.
- 4. Sections 13.1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 13.10, 13.11, 13.12, 13.13 and 13.14 within Article 12 shall be amended and renumbered as Sections 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 12.10, 12.11, 12.12, 12.13 and 12.14 respectively.
- 5. All other terms, covenants, restrictions and provisions of the Declaration not expressly amended and modified hereunder, shall remain in full force and effect as set forth in the Declaration. If there is any conflict between this Amendment and the Declaration this Amendment shall govern and control.

IN WITNESS WHEREOF, the Developer has executed this First Amendment to the Declaration of Covenants and Restrictions for Lake Temple a/k/a Village "B" on the day and year first indicated above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DEVELOPER:



Witness Signature

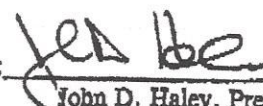
THE SUNTREE PARTNERS, a Florida
general partnership

Print Witness Name

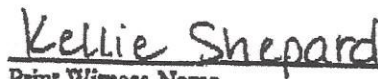
By: HMM, INC., a Florida
corporation, as General
Partner



Witness Signature

By: 

John D. Haley, President
Address:
P.O. Box 410999
Melbourne, Florida 32941



Print Witness Name

SECOND AMENDMENT TO THE DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR
LAKE TEMPLE a/k/a VILLAGE "B"

This FIRST AMENDMENT to the DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE TEMPLE a/k/a VILLAGE "B" (hereafter "First Amendment") is made this 17 day of October, 2001 by The Suntree Partners, a Florida general partnership (the "Developer").

RECITALS

A. Developer is the Declarant under the DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE TEMPLE a/k/a VILLAGE "B", dated May 21, 2001 and recorded in Official Records Book 1404, Page 0797 as amended by that first Amendment as recorded in Official Records Book 1434, Page 0311 of the Public Records of Brevard County, Florida (the "Declaration");

B. Pursuant to Article 12, 12.5 of the Declaration for so long as there remains Class B membership voting rights, the Developer may amend, change, supplement, modify or terminate the Declaration without approval of the Owners; and

C. Developer as the holder of all Class B voting rights, as defined under the Declaration, desires to amend Article 10 to correct a scrivener's error therein regarding the numbering of subsections.

AMENDMENTS

NOW THEREFORE, in accordance with the Declaration, the foregoing Recitals are incorporated into this Amendment and the Declaration is hereby amended and supplemented as follows:

1. The Sections within Article 10, beginning with the second Section 10.4.3 on the bottom of Page 12, and ending with Subsection 10.4.19 shall be renumbered to increase the number in the third decimal position or point (i.e. 10.4.) within each subsection or sub-subsection number by two to properly denote the appropriate subsection, or sub-subsection number. By way of example, Subsection 10.4.3 on the bottom of Page 12 shall now be renumbered 10.4.5 and Subsection 10.4.15.8 on Page 14, shall be renumbered to 10.4.17.8.
2. All other terms, covenants, restrictions and provisions of the Declaration not expressly amended and modified hereunder, shall remain in full force and effect as set forth in the Declaration. If there is any conflict between this Amendment and the Declaration this Amendment shall govern and control.

**THIRD AMENDMENT TO THE DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR
LAKE TEMPLE a/k/a VILLAGE "B"**

This THIRD AMENDMENT to the DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE TEMPLE a/k/a VILLAGE "B" (hereafter "Third Amendment") is made this 21 day of March, 2003 by The Suntime Partners, a Florida general partnership (the "Developer").

RECITALS

A. Developer is the Declarant under the DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE TEMPLE a/k/a VILLAGE "B", dated May 21, 2001 and recorded in Official Records Book 1404, Page 0797, amended by that First Amendment as recorded in Official Records Book 1434, Page 0311 and Second Amendment recorded at 1437, Page 2253, all of the Public Records of Indian River County, Florida (the "Declaration");

B. Pursuant to Article 12, 12.5 of the Declaration for so long as there remains Class B voting membership rights, the Developer may amend, change, supplement, modify or terminate the Declaration without approval of the Owners; and

C. Developer as the holder of all Class B voting membership rights, as defined under the Declaration, desires to amend Article 10 and 11 of the Declaration and to amend the First Amendment and Second Amendment to correct scrivener's errors therein.

AMENDMENTS

NOW THEREFORE, in accordance with the Declaration, the foregoing Recitals are incorporated into this Amendment and the Declaration is hereby amended and supplemented as follows:

1. The First Amendment is hereby amended to correct the reference in Paragraph "A" of the Recitals from "Brevard County", Florida to properly reflect "Indian River County, Florida".
2. The Second Amendment is amended to correct the reference in the first paragraph from "First Amendment", to properly state "Second Amendment" and the reference in Paragraph "A" of the Recitals to "Brevard County", Florida is amended to properly reflect "Indian River County, Florida".
3. Section 10.3.1 of the Declaration is amended in its entirety to read as follows:

External Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot and/or Unit which is subject to assessment hereunder provided that an adequate reserve has been voted upon by the membership of the Association. Assessments shall pay for normal wear and tear and/or damages that are recoverable under any insurance policy. External Maintenance includes: maintenance of lawns and grasses; maintenance of walks, streets as platted and conveyed to and owned by the Association, maintenance and repair of entrance ways and detached walls and curbs, periodic weeding of flower beds (as determined by the Association), tree trimming, as deemed necessary by the Association, and fertilization and pest control for lawns, trees and shrubbery, with specific and express limitation that the Association shall not be required to provide fertilization of any grasses, lawns, trees or shrubbery more than twice (2) a year during any given year, shall not be required to prune, trim or otherwise maintain trees or hedges more than twice (2) a year, nor shall the Association be required to provide any form of bug or weed control for any lawns, grasses, trees or shrubs more than twice (2) a year. The Owner of any Lot shall be responsible for the maintenance of any portion of the irrigation systems located within the boundaries of his/her Lot and for the maintaining of any and all flowerbeds or other shrubs upon the Lot. Except as expressly stated herein, for any Lot that has additional improvements or landscaping and/or additions made thereto, an appropriate amount as determined by the Association shall be added to that Lot's annual assessment for the Association's cost in maintaining such additional improvements and landscaping. Except as provided above, all other maintenance or repair of or to a Lot or Unit shall be the responsibility of the Owner, which includes without limitation, maintenance of all exteriors of homes, roofs, and replacement of trees and shrubs.

Except as amended herein, all other terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Third Amendment to the Declaration of Covenants and Restrictions for Lake Temple a/k/a Village "B" on the day and year first indicated above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Ann Balgo
Witness Signature

Ann BALGO
Print Witness Name

Kellie Shepard
Witness Signature

Kellie Shepard
Print Witness Name

DEVELOPER:

THE SUNTREE PARTNERS, a Florida
general partnership

By: HMM, INC., a Florida
corporation, as General
Partner

By: John D. Haley
John D. Haley, President/
Address:
P.O. Box 410999
Melbourne, Florida 32941

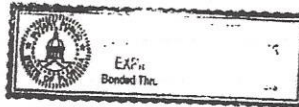
STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 21 day of March 2003, by John D. Haley, as President of HMM, INC., a Florida corporation, as General Partner of THE SUNTREE PARTNERS, a Florida general partnership, who is personally known to me, or who has produced n/a as identification, and who did take an oath.



Kellie Shepard
Notary Public Signature

Kellie Shepard
Print Notary Public Name
My Commission Expires:



**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

LAKE TEMPLE A/K/A VILLAGE "B"

The undersigned, being the President and Secretary of Lake Temple Homeowners Association, Inc., a Florida not-for-profit corporation, hereby certify that at a Membership meeting duly held on the 18th day of June, 2004, in accordance with the requirements of Florida law and of the Declaration of Covenants, Conditions and Restrictions of Lake Temple a/k/a Village "B" recorded in Official Record Book 1404, beginning at Page 0797, of the Public Records in and for Indian River County, Florida, not less than two-thirds (2/3) of the voting members of the Association voted to amend the Declaration of Covenants, Conditions and Restrictions as hereinafter set forth.

Paragraph 10.4.14 shall be amended to read as follows:

10.4.14 No home shall be leased or rented without the express consent of the Subdivision Association. Leases of less than one hundred eighty (180) consecutive days are prohibited. No home may be leased more than once during any calendar year. A copy of the lease on each home shall be delivered to the Subdivision Association thirty (30) days before the time the tenant takes possession of the home.

IN WITNESS WHEREOF, the undersigned President and Secretary of Lake Temple Homeowners Association, Inc., have executed this Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions on this 1st day of July, 2004.

Lake Temple Homeowners Association, Inc.

BY: [Signature]
President



ATTEST:

BY: [Signature]
Secretary

Prepared by and Return to:
Charles W. McKinnon, Esq.
5070 North A1A, Suite 200
Vero Beach, FL 32963

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Louis Fitzpatrick and Anthony W. Baker, the President and Secretary of Lake Temple Homeowners Association, Inc., personally known to me or presented the following identification FL-DL exp 7-13-10 FL-DL exp 4-5-09

WITNESS my hand and official seal in the State and County last aforesaid, this 1 day of July, 2004.

Brande W Corbin
My Commission DD190191
Expires March 6, 2007

[Signature]
Notary Public

**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
LAKE TEMPLE A/K/A VILLAGE "B"**

The undersigned, being the President and Secretary of Lake Temple Homeowners Association, Inc., a Florida not-for-profit corporation, hereby certify that at a Membership meeting duly held on the 18th day of June, 2004, in accordance with the requirements of Florida law and of the Declaration of Covenants, Conditions and Restrictions of Lake Temple a/k/a Village "B" recorded in Official Record Book 1404, beginning at Page 0797, of the Public Records in and for Indian River County, Florida, not less than two-thirds (2/3) of the voting members of the Association voted to amend the Declaration of Covenants, Conditions and Restrictions as hereinafter set forth.

Paragraph 10.4.14 shall be amended to read as follows:

10.4.14 No home shall be leased or rented without the express consent of the Subdivision Association. Leases of less than one hundred eighty (180) consecutive days are prohibited. No home may be leased more than once during any calendar year. A copy of the lease on each home shall be delivered to the Subdivision Association thirty (30) days before the time the tenant takes possession of the home.

IN WITNESS WHEREOF, the undersigned President and Secretary of Lake Temple Homeowners Association, Inc., have executed this Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions on this 15 day of July, 2004.

Lake Temple Homeowners Association, Inc.

BY: [Signature]
President

(CORPORATE SEAL)

ATTEST:
BY: [Signature]
Secretary


1559631
THIS DOCUMENT HAS BEEN RECORDED
IN THE PUBLIC RECORDS OF
INDIAN RIVER COUNTY FL
BK: 1757 PG:2366, Page 1 of 1
07/12/2004 at 03:27 PM,
JEFFREY K BARTON, CLERK OF
COURT

Prepared by and Return to:
Charles W. McKinnon, Esq.
5070 North ALA, Suite 200
Vero Beach, FL 32963

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Louis Fitzpatrick and Kathryn W. Baker, the President and Secretary of Lake Temple Homeowners Association, Inc., personally known to me or presented the following identification FL DL exp 7-13-10 FL DL exp 4-28-09

WITNESS my hand and official seal in the State and County last aforesaid, this 1 day of July, 2004.

 Brenda W Corbin
My Commission DD190191
Expires March 6, 2007

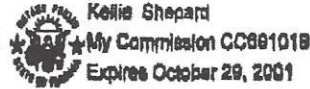
[Signature]
Notary Public

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 1st day of October, 2001, by John D. Haley, as President of HMM, INC., a Florida corporation, as General Partner of THE SUNTREE PARTNERS, a Florida general partnership, who is personally known to me, or who has produced n/a as identification, and who did take an oath.

Kellie Shepard
Notary Public Signature

Kellie Shepard
Print Notary Public Name
My Commission Expires:



1850
This Instrument Prepared by and Return to:
Charles W. McKinnon, Esq.
3055 Cardinal Drive, Suite 302
Vero Beach, FL 32963
Courthouse Box #79

1876131
THIS DOCUMENT HAS BEEN RECORDED
IN THE PUBLIC RECORDS OF
INDIAN RIVER COUNTY FL
BK: 2208 PG:1016, Page 1 of 2
10/03/2007 at 01:14 PM,

JEFFREY K BARTON, CLERK OF
COURT

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
LAKE TEMPLE a/k/a "VILLAGE B"**

THE UNDERSIGNED, being the President and Secretary of **LAKE TEMPLE HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, hereby certify that at a duly called meeting of all of the lot owners of **LAKE TEMPLE a/k/a "VILLAGE B"**, held on the 12th day of September, 2007, in accordance with the requirements of Florida law, and of the Declaration of Covenants, Conditions and Restrictions for **LAKE TEMPLE a/k/a "VILLAGE B"**, as originally recorded in Official Record Book 1404, Beginning at Page 797, Public Records of Indian River County, Florida, at least two-thirds (2/3) of the lot owners in said Association affirmatively voted to amend the Declaration of Covenants, Conditions and Restrictions as hereinafter set out.

NOW, THEREFORE, in consideration of the foregoing, the Declaration of Covenants, Conditions, Reservations and Restrictions, shall be amended to read as follows:

Paragraph 10.4.15.3 shall be amended to read:

10.4.15.3 **Trucks and Non-Passenger Vans.** Trucks rated one-half (1/2) ton or less, without any advertising or logos, used as the resident's regular or usual form of transportation, and non-passenger vans without any advertising or logos shall be permitted in Lake Temple if parked in garages. Trucks of more than one-half (1/2) ton, or trucks or non-passenger vans with any advertising or logos, or trucks not the resident's regular or usual form of transportation are not permitted to be parked in Lake Temple unless present solely for the actual and continuous repair or construction of a residence, but in no event shall any such trucks remain parked in Lake Temple for more than three (3) months. This provision does not supersede or relieve any Lot Owner from more restrictive provisions contained in the Master Documents.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions, this 26th day of SEPTEMBER, 2007.

**LAKE TEMPLE HOMEOWNERS
ASSOCIATION, INC.**

By: [Signature]
President

Print Name: LOUIS FITZPATRICK

(CORPORATE SEAL)

ATTEST:

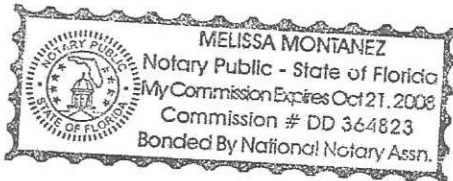
By: Diane M. Kugelman

Secretary
Print Name: DIANE M. KUGELMAN

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

I HEREBY CERTIFY that before me, a Notary Public, personally appeared Diane M. Kugelman and Louis Fitzpatrick, respectively the President and Secretary of Lake Temple Homeowners Association, Inc., who have produced Florida Driver's License as identification or who are personally known to me to be the persons described in the foregoing instrument and who have acknowledged before me that they executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this 24 day of September, 2007.



Melissa Montanez
Name: Melissa Montanez
Notary Public, State of Florida
(Affix Seal)

This instrument prepared by
and should be returned to:
Charles W. McKinnon, Esq.
5070 North Highway A1A, Suite 200
Vero Beach, FL 32963
Courthouse Box #87

1535117
THIS DOCUMENT HAS BEEN RECORDED
IN THE PUBLIC RECORDS OF
INDIAN RIVER COUNTY FL
BK: 1720 PG:1292, Page1 of 2
04/21/2004 at 02:42 PM,

JEFFREY K BARTON, CLERK OF
COURT

**CERTIFICATE OF AMENDMENT TO THE
BYLAWS OF LAKE TEMPLE HOMEOWNERS ASSOCIATION, INC.**

The undersigned, being the President and Secretary of LAKE TEMPLE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, hereby certify that at a Board of Directors Meeting of the Corporation duly held on the 26th day of March, 2004, in accordance with the requirements of Florida law, and of the Bylaws of LAKE TEMPLE HOMEOWNERS ASSOCIATION, INC., recorded in Official Records Book 1415, beginning at Page 2235, of the Public Records of Indian River County, Florida, at least a majority of the lot owners in said Association affirmatively voted to adopt the following amendments:

I. Article IV, paragraph 8. shall be amended to read as follows:

8. **Quorum.** Except as otherwise provided in the Articles, the Declaration, or these By-Laws a majority of the votes of the membership entitled to cast a vote, shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting, until a quorum as aforesaid shall be present or represented. No notice of the rescheduled meeting need be given other than an announcement at the original meeting and a conspicuous posting of a notice of the first rescheduled meeting on the community properties.

II. Article V, paragraph 1. shall be amended to read as follows:

1. **Number.** The affairs of this Association shall be managed by a Board of Directors of not less than three (3) nor more than nine (9) Directors, who must be Members of the Association. The number of directors shall always consist of an odd number.

III. Article V, paragraph 2. shall be amended to read as follows:

2. Term of Office. At the first annual meeting of the Members at which the Members elect the entire Board of Directors, the Members shall elect three (3) Directors for a term of two (2) years, and two (2) Directors for the term of one (1) year, the candidates receiving the highest number of votes serving for the longer term with ties broken by lot. At each annual meeting thereafter, the Members shall elect Directors for a term of two (2) years.

IN WITNESS WHEREOF, the undersigned President and Secretary of LAKE TEMPLE HOMEOWNERS ASSOCIATION, INC. have executed this Certificate of Amendment to the Bylaws of LAKE TEMPLE HOMEOWNERS ASSOCIATION, INC., this 14TH of APRIL, 2004.

LAKE TEMPLE HOMEOWNERS
ASSOCIATION, INC.,
a Florida non-profit corporation

BY: [Signature]
President

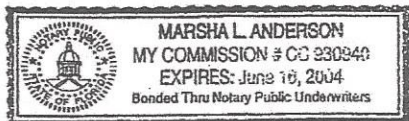
ATTEST: Kathryn W. Baker
Secretary

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this date, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Louis Fitzpatrick and Kathryn W. Baker, President and Secretary respectively of the corporation named herein, personally known to me or who have presented the following identification: Fl. Dr. Lic. exp. 7/10, and they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed hereto is the true corporate seal of said corporation. WITNESS my hand and official seal in the State and County aforesaid this 14th day of April, 2004.



Marsha L. Anderson
Notary Public

Law Offices
of
Charles W. McKinnon, P.L.

Charles W. McKinnon
Lisa R. Hamilton

The Atrium Building
3055 Cardinal Dr., Suite 302
Vero Beach, Florida 32963

Telephone • 772-231-3770
Facsimile • 772-231-3774

September 18, 2013

Board of Directors
Lake Temple Homeowners
Association, Inc.
365 E. Temple Court SW
Vero Beach, Florida 32968

Dear Board Members:

Enclosed please find the original Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions of Lake Temple a/k/a "Village B", which we recorded on the Public Records pursuant to your request. The Certificate of Amendment should be kept with your Association's other important papers.

Please let me know if we can be of any further assistance to you.

Sincerely yours,



Charles W. McKinnon

CWM:jm
22007-001
Enclosure

This Instrument Prepared by and Return to:
Charles W. McKinnon, Esq.
3055 Cardinal Drive, Suite 302
Vero Beach, FL 32963
Courthouse Box #79

3120130060009
RECORDED IN THE PUBLIC RECORDS OF
JEFFREY R SMITH, CLERK OF COURT
INDIAN RIVER COUNTY FL
BK: 2703 PG: 2224 Page 1 of 2 9/16/2013 11:50 AM

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
LAKE TEMPLE a/k/a "VILLAGE B"**

THE UNDERSIGNED, being the President and Secretary of **LAKE TEMPLE HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, hereby certify that at a duly called meeting of all of the lot owners of **LAKE TEMPLE a/k/a "VILLAGE B"**, held on the 29th day of August, 2013, in accordance with the requirements of Florida law, and of the Declaration of Covenants, Conditions and Restrictions of **LAKE TEMPLE a/k/a "VILLAGE B"**, as originally recorded in Official Record Book 1404, Beginning at Page 797, Public Records of Indian River County, Florida, not less two-thirds (2/3) of the Lot Owners of the Association affirmatively voted to amend the Declaration of Covenants, Conditions and Restrictions as hereinafter set out.

NOW, THEREFORE, in consideration of the foregoing, the Declaration of Covenants, Conditions, Reservations and Restrictions, shall be amended to read as follows:

Paragraph 5.11 shall be added to the end of Article V of the above referenced Declaration of Covenants, Conditions and Restrictions as follows:

5.11 Capital Contributions. There shall be a capital contribution paid by the purchaser or purchasers upon the sale of each Lot. The capital contribution shall equal one-fourth (1/4) of the annual maintenance assessment as of the date of conveyance of title. Capital contributions shall be used for long-term repairs and/or replacement of the common areas and the facilities thereon.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions, this 6th day of September, 2013.

**LAKE TEMPLE HOMEOWNERS
ASSOCIATION, INC.**

By: Kathleen Davila
President

Print Name: Kathleen Davila

(CORPORATE SEAL)

ATTEST:

By: Alice S. Flood
Secretary
Print Name: ALICE S. FLOOD

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that before me, a Notary Public, personally appeared Kathleen Davila and Alice S. Flood, respectively the President and Secretary of Lake Temple Homeowners Association, Inc., who have produced _____ as identification or who are personally known to me to be the persons described in the foregoing instrument and who have acknowledged before me that they executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this 6th day of September, 2013.

Constance Ann Johnson
Name: _____
Notary Public, State of Florida
(Affix Seal)

