

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT  
IN AND FOR POLK COUNTY, FLORIDA

INDIAN LAKE CIVIC ASSOCIATION,  
INC.,

Plaintiff,

vs.

WILLIAM H. KASTENBEIN and  
FRANCIS KASTENBEIN, his wife,

Defendants.

CASE NO. GC-G-92-2672

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POLK COUNTY, FLORIDA

FINAL JUDGMENT

THIS MATTER came on to be heard before the Court on November 1, 1993. Upon consideration of all evidence presented at trial, as well as legal argument submitted by counsel during and subsequent to final hearing, this Court finds as follows:

A. The Plaintiff, INDIAN LAKE CIVIC ASSOCIATION, INC., has authority to enforce these restrictive covenants contained in those instruments recorded in O.R. Book 125, pages 47 and 48; and O.R. Book 88 pages 637 and 640; of the public records of Polk County, Florida.

B. The restrictive covenants described above apply to the Indian Lake Estates Subdivision.

C. The shingle roof on the home of the Defendants, WILLIAM H. KASTENBEIN and FRANCIS KASTENBEIN, his wife, presently violates the restrictive roof covenant, which requires a tile roof.

D. The Plaintiff is entitled to relief against the Defendant by means of enforcement of the restrictive roof covenant. It is, therefore,

SHARIT, BUNN, CHILTON, ATTORNEYS

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ORDERED and ADJUDGED as follows:

1. The Defendants, WILLIAM H. KASTENBEIN and FRANCIS KASTENBEIN, his wife, shall have six months from the date of this order to complete the construction of a tile roof on their home, and that property is known as:

Lot 5 in Block 357 of Indian Lake Estates unit number 13 according to the map or plat thereof as recorded in Plat Book 40 at page 20 of the public records of Polk County, Florida.

2. In the event that the Defendants fail to complete the construction of a tile roof on their home during the six month period described in Paragraph 1, above, the Plaintiff shall be entitled to obtain three written estimates from qualified roofing building contractors for the construction of a tile roof on the Defendants' home. The Plaintiff shall provide written notice of the estimates to the Defendants.

3. Unless the Defendants notify the Plaintiff association of their selection of a higher bidder within ten days after the Plaintiff association provides written notice of the estimates to the Defendants, Plaintiff shall submit construction of the tile roof to the lowest bidder.

4. Defendants shall promptly reimburse Plaintiff association all sums expended by the Plaintiff to construct a tile roof on Defendants' house. Defendants shall grant full access to Plaintiff and the contractors selected by Plaintiff for the construction of such tile roof without interference by Defendants.

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5. Sums expended by Plaintiff shall accrue with interest from the date of expenditure to the date of payment at the rate of 12% per annum.

6. If Defendants shall fail to reimburse Plaintiff for such expenditures plus interest within 10 days from the date of demand thereof, Plaintiff may record a Notice of Lien on Defendants' house and proceed to foreclose the same as any other lien and Plaintiff shall be entitled to recovery of all the costs and a reasonable attorney's fee for foreclosing the same.

7. The Plaintiff association is hereby ordered to mail copies of this judgment to all other Indian Lake Estates residents who are the subject of the restrictive covenants and it is the express intention of this Court that any other residents violating the subject covenants shall not receive the conditions of delayed enforcement of the restrictive covenants.

6. Plaintiff, INDIAN LAKE CIVIC ASSOCIATION, INC., shall have and recover from the Defendants, WILLIAM H. KASTENBEIN and FRANCIS KASTENBEIN, his wife, costs in the amount of \$441.50, for all of which let execution issue. It is further

**ORDERED and ADJUDGED** that this Court specifically reserves jurisdiction to enter any further order necessary to

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effectuate the intent of this final judgment.

DONE and ORDERED in Chambers in Bartow, Polk County, Florida, this 27 day of December, 1993

Case No. GC-G-92-2672

  
Hon. Oliver L. Green, Jr.

Copies Furnished To:

Lance Holden, Esq., P. O. Box 9498, Winter Haven, FL 33883-9498

Indian Lake Civic Association, Inc., c/o Ms. Peggy Rakow,  
P. O. Box 7395, Indian Lake Estates, FL 33855-7395

Joe T. Martin, Esq., P. O. Box 949, Lake Wales, FL 33859-0949

William H. Kastenbein and Francis Kastenbein, P. O. Box 7477,  
Indian Lake Estates, FL 33855-7477

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STATE OF FLORIDA, COUNTY OF POLK  
CERTIFIED TO BE A TRUE AND CORRECT ORIGINAL.  
THIS 1-13-94  
E. D. "Bud" DIXON, Clk. of Courts  
BY Jed Anderson  
Deputy Clerk



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RECORD VERIFIED  
E.D. "Bud" DIXON, Clk. Ct. Ct.  
POLK COUNTY, FLA.  
BY JW D.C.

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POLK COUNTY, FLA.  
BY Jed D.C.