

RESTATED AND AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
OVERLOOK ESTATES EAST

THIS Restated and Amended Declaration of Covenants, Conditions and Restrictions of OVERLOOK ESTATES EAST is entered into by and between 75% or more of the owners of lots located in OVERLOOK ESTATES EAST as recorded in Plat Book 87 page 46 official Records of Polk County, Florida, for the purpose of amending and restating the Declaration of Covenants, Conditions and Restrictions for Overlook Estates East Subdivision as recorded in OR Book 3728, Page 1241, Official Records of Polk County, Florida.

W I T N E S S E T H:

WHEREAS, Edward O. Varner as Declarant executed a Declaration of Covenants, Conditions and Restrictions for Overlook Estates East, a Subdivision, which Declaration was recorded in OR Book 2728, Page 1241 Official Records of Polk County, Florida; and

WHEREAS, Edward O. Varner sold and conveyed all of his right, title and interest to any lot located within the real property described in said Declaration of Covenants, Conditions and

RETURN BY POLK COUNTY
GOVERNMENT CENTER COURIER TO
STEPHEN F. BAKER OFFICE BOX

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Restrictions said property being known as Overlook Estates East, a Subdivision; and

Pursuant to Section 3 of Article VIII of said Declaration, reserve the right to amend said Declaration by recordation of a written document containing the amendment to be signed by not less than Seventy-Five (75%) percent of the lot owners; and

WHEREAS, this Restated and Amended Declaration of Covenants, Conditions and Restrictions of Overlook Estates East has been executed by Seventy-Five (75%) percent of the owners of the real property described in said Declaration;

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions is amended and restated for the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting Overlook Estates East Subdivision as set forth in Plat Book 87, Page 46, Official Records of Polk County, Florida, the undersigned hereby declare that all the real property described above and each part thereof shall be held, sold and conveyed, only subject to the following 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, personal representatives, subsequent Grantees and successors in interest and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

SECTION 1. "Association" shall mean and refer to OVERLOOK ESTATES EAST PROPERTY OWNERS ASSOCIATION, INC., a not for profit Florida corporation, its successors and assigns.

SECTION 2. "Common Areas" shall mean all real property owned by OVERLOOK ESTATES EAST PROPERTY OWNERS ASSOCIATION, INC., or easement rights granted the Association to be used and enjoyed equally by all lot owners. The common areas to be owned and maintained by the Association at the time of conveyance of the first lot may be described as the entrance gate and wall; subdivision sign and attendant landscaping; the perimeter or privacy wall with attendant landscaping located along County Road 550 (Overlook Drive), Winter Haven, Florida; all roadways located within the subdivision; and all drainage easements and retention ponds constructed pursuant to surface water permit #400288.01 issued by the Southwest Florida Water Management District to provide compliance with Chapter 40d-4, Florida Administrative Code.

SECTION 3. "Lot" shall mean the numbered plots of land shown on the subdivision plat of OVERLOOK ESTATES EAST, referred to above with the exception of those portions of said plat which have been conveyed to the Association for common area use.

SECTION 4. "Maintenance" shall mean the exercise of reasonable care to keep the subdivision roadways, entrance wall, sign and the perimeter privacy wall along County Road 550 (Overlook Drive), together with attendant landscaping and irrigation in a condition comparable to their original condition. Maintenance of landscaping

shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy weed-free environment of optimum plant growth. Maintenance shall also include the exercise of reasonable care to keep the drainage easements and retention ponds constructed pursuant to Surface Water Permit #400288.01 issued by the Southwest Florida Management District to provide compliance with Chapter 40d.4, Florida Administrative Code in a condition comparable to their original condition.

SECTION 5. "Member" shall mean every person or entity who holds membership in the Association.

SECTION 6. "Mortgage" shall mean the conventional mortgage or deed of trust.

SECTION 7. "Mortgagee" shall mean the holder of a conventional mortgage or a beneficiary under or holder of a deed to trust.

SECTION 8. "Owner" shall mean the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the Subdivision and shall include contract Sellers, but shall not include those holding title merely as security for performance of an obligation.

SECTION 9. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provides.

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 one class of voting members as follows:

CLASS A: Class A Membership shall be all owners 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.

ARTICLE III - ASSESSMENTS

SECTION 1. "Lien and personal obligation of assessments." The homeowners of OVERLOOK ESTATES EAST hereby covenants for each lot 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, and costs and reasonable attorney's fees if incurred in collection of assessments, 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

and costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment became due.

SECTION 2. "Purpose of Annual Assessments." The annual assessment 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, preservation, repair, replacement and maintenance of the Common Areas in the subdivision. The Association shall acquire and pay for out of the funds derived from the annual assessments the following:

A. Maintenance, repair, preservation and replacement of the Common Areas, including but not limited to the roadways entrance wall and subdivision sign and attendant landscaping; the perimeter privacy wall with attendant, landscaping located along County Road 550 (Overlook Drive); and all drainage easements and retention ponds constructed to conform with the surface water requirements of the Southwest Florida Water Management District.

B. Acquisition of all equipment and landscaping materials and hiring of personnel necessary to manage and properly take care of the day to day operation and upkeep of the Common Areas.

C. Insurance covering the full insurable replacement value of all improvements and appurtenances located within the Common Areas for fire and extended coverage;

D. Liability insurance insuring the Association against any and all liability to the public, to any owner or to the

invitees or tenants of any owner arising out of their occupation and/or use of the Common Areas. The policy limits shall be set by the Association and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

E. Workmen's Compensation Insurance to the extent necessary to comply with Section 440.38 of the Florida Statutes and any other insurance deemed necessary by the Board of Directors of the Association.

F. A standard fidelity bond covering all officers and members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

G. Any other utilities, materials, supplies, labor, services (including the hiring of accountants, attorneys, engineers or other professionals), insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of the Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association to carry out its assigned functions for the benefit or welfare of lot owners, or the enforcement of these restrictions.

SECTION 3. "Annual Assessments" The annual assessments shall be set by the Board of Directors. The annual assessment for the Association shall be levied as follows:

A. The present annual assessment is \$250.00 per owner. Any changes to the annual fixed amount shall be provided to home owners by letter.

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 Areas, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of the membership.

SECTION 5. "Notice and quorum for action authorized under Section 4." Written notice of any meeting called for the purpose of taking any action authorized by Section 4 shall be sent to all members not less than thirty (30) nor more than sixty (60) 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 member who is 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 Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance of the due date thereof and shall fix the date such amounts become due. Notice of the annual assessments shall be sent to every owner subject thereto. The Association shall on demand and for reasonable charge, furnish a certificate signed by an officer of

the Association, setting forth the assessments against a specific lot have been paid, and may, at its discretion, from time to time, cause to be recorded in the Public Records of Polk County, Florida, a list of delinquent assessments.

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 a penalty of \$2.00 per month in addition to a flat rate penalty of \$25.00. The Association may bring an action at law to collect delinquent assessments against the owner personally obligated to pay the same, or may foreclose the lien against the owner's property; and the Association shall be entitled to collect all costs and reasonable attorney's fees incurred in connection with said action on both the trial and appellate court levels. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas 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 the foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the assessment lien as to payments 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. "Owner's Use and Enjoyment". Every owner of a lot in the subdivision and his subsequent Grantees or successors in interest shall have the right and easement of enjoyment in and to all Common Areas owned by the Association subject to the rights of the Association to construct, repair, rebuild, maintain and otherwise control said common areas.

SECTION 2. "Easements of Encroachment." There shall exist between the Association and owners reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the Common Areas adjacent thereto for any encroachment due to the unwillful placement, settling or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction or alteration is in accordance with the terms of this Declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent lots and between each lot and any adjacent portion of the Common Areas, along a line perpendicular to such boundary at such point. No such easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of any owner or the Association.

SECTION 3. "Easements." Any easement given to the Association for Common Area use shall be used and enjoyed equally by all lot owners of the Subdivision. Within any such easements, no structure, planting or other material or any lot owner may be placed or permitted to remain which may damage or interfere with

the installation, repair and maintenance of the structures, plantings or other materials placed thereon by the Association. All such easements shall be continuously maintained by the Association unless the responsibility for same has been properly shifted to some public authority or public or private utility company.

SECTION 4. "Right of Entry." The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof to enter any lot at any reasonable hour on any date to perform such maintenance as may be authorized herein.

SECTION 5. "No Partition." There shall be no judicial partition of the Common Areas, nor shall any of the lot owners of the Subdivision seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in co-tenancy.

SECTION 6. "Right to Dedicate." The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Association membership. No such dedication or transfer shall be effective unless an instrument executed by two-thirds of membership agreeing to such dedication or transfer has been duly recorded.

ARTICLE V - ARCHITECTURAL CONTROL

SECTION 1. "Creation of Architectural Committee." The Architectural Committee shall consists of three(3) or more members of the Association who shall serve at the pleasure of this Board.

SECTION 2. "Construction, Reconstruction, Repairs or Alterations." The owner of any lot in the subdivision prior to:(i) commencing construction of a new residence; or (ii) making any alterations, additions or improvements to an existing residence; or (iii) repairing, reconstructing, rebuilding or improving any residence which has been totally or partially destroyed or damaged by fire or other casualty, shall first submit a copy of the complete plans and specifications for any such construction activity to the Architectural Committee for its approval. The Architectural Committee shall grant approval only if the design proposed by the owner shall; (i) be harmonious in external design with other finished residence in the Subdivision; (ii) benefit and enhance the entire Subdivision in a manner generally consistent with the plan of development of the entire Subdivision; and (iii) meets all of the requirements imposed by the Covenants, Conditions and Restrictions of this Declaration.

SECTION 3. "Approval of Committee; How Evidenced." Whenever in this article approval of the Architectural Committee is required, such approval shall be given in writing. In the event the Architectural Committee fails to approve or disapprove proposed construction within thirty (30) days after receipt of a written

request to do so, approval shall be deemed to have been given and compliance with the terms of this Article conclusively presumed.

ARTICLE VI - USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

SECTION 1. Each lot shall be used as a residence for a single family and for no other purpose.

SECTION 2. No business of any kind shall be conducted in any residence.

SECTION 3. No noxious or offensive activity or public or private nuisance shall be conducted or allowed to exist in or on any lot.

SECTION 4. No sign of any kind shall be displayed to public view on any lot or the common area without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than five square feet in size advertising a property for sale.

SECTION 5. Nothing shall be done or kept on a lot or on the Common Areas which would increase the rate of insurance relating thereto or to an adjacent lot in the Subdivision, without the prior written consent of the Association; and no owner shall permit anything to be done or kept on his lot or the Common Areas which would result in a cancellation of insurance on any residence or on any part of the Common Areas, or which would be in violation of any law.

SECTION 6. Excessive noise created by things such as the practice or playing of musical instruments, stereos, tape players

or other audio or sound equipment shall be strictly prohibited. The Association shall be the sole decision maker as to when any such activity is excessive and should be prohibited.

SECTION 7. No animals, livestock or poultry of any kind shall be raised, bred commercially or kept on any lot or on the Common Areas. However, notwithstanding the foregoing, dogs, cats and other common domestic household pets may be kept on lots subject to the following restrictions:

A. No such pets shall exceed the total weight of 75 pounds; and

B. No such pets shall be allowed to roam unrestricted and unattended in the Subdivision. When such pets are allowed outside a residence, they must either be on a leash properly attended by a responsible person or be enclosed within the rear yard fenced in area of a lot.

SECTION 8. No rubbish, trash or other waste material shall be kept or permitted on any lot or on the Common Areas except in sanitary containers which must be located at the rear of the residence out of view from the street. On garbage collection days, a lot owner shall be allowed to bring the containers out to the street, provided, however, same shall not be allowed to remain there beyond a reasonable time after collection of the garbage has taken place.

SECTION 9. Other than fences or walls constructed and maintained by the Association on Common Areas, without the prior approval of the Architectural Committee, no fence, hedge, wall or

other dividing structure shall be constructed, or maintained on any lot, save and except, chain link fencing or privacy walls either of which must be constructed on the rear portion of a lot (i.e. behind or to the rear of the primary residence) and neither of which shall exceed the total height of 6 feet above ground level.

SECTION 10. In connection with the construction of residences on any lot in the Subdivision, the following restrictions shall be adhered to:

A. Residence may be constructed of wood, brick or concrete block (or a combination thereof) provided, however, all concrete block must be finished on the outside wall with either stucco or brick.

B. All residences must contain a minimum of 1,700 square feet of living area, exclusive of garages, porches, patios, breeze ways and the like.

C. Each residence must contain an enclosed two car (or larger) garage as part of the primary residential structure.

D. Finished roofing materials used on any residence shall have a "guaranteed" life or at least 25 years.

E. All residential yards shall be neatly landscaped and/or sodded with St. Augustine grass or grass of equivalent quality and an underground irrigation system must be installed to provide adequate water for proper maintenance and care of said landscaped areas.

F. All residential driveways must be constructed of reinforced concrete or brick and shall extend from the platted

street in front of the residence to the front of the enclosed garage.

SECTION 11. No sheds or other outbuildings of any kind character or description shall be constructed or suffered to remain on any subdivision lot without the prior written consent of the Association.

SECTION 12. No vans, trucks, recreational vehicles, buses, boats, boats on trailers, trailers, travel trailers, motor homes, or any other similar type vehicle or equipment shall be allowed to park on any of the platted streets in the subdivision or in any residential driveways (limited to 48 hours). All said vehicles must be parked inside of the enclosed garage area of the residence, or may be parked on the rear of any lot behind the residence provided same cannot be seen from the street located in front of the residence and provided further that same must have a current year's license tag. All passenger automobiles must have a current year's license tag and shall be parked inside of the enclosed garage area of the residence; provided however, if a lot owner owns more passenger automobiles than enclosed garage area within which to park them, the lot owner may use the driveway of the residence for parking the excess passenger automobiles.

SECTION 13. "Speed Limit" No motor vehicle, truck, car, bus, motorcycle or other means of conveyance shall be driven at a rate of speed in excess of 20 miles per hour upon any roadway in the Subdivision.

SECTION 14. Each owner of a lot in the Subdivision shall be required to maintain said lot in a clean and sightly condition including the proper mowing, trimming and pruning of grass, weeds, trees or other underbrush. If, in the opinion of the Association, a lot owner is not complying with this provision, the Association 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 15 days, within which compliance shall be made. If a lot owner fails to comply with the Association's requirements within the time allotted, the Association, its agents, employees, or designated representatives shall have the right of 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 clean-up 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.

SECTION 15. Shallow wells may be put down by lot owners for irrigation purposes, provided, however, same shall be located on the rear portion of the subdivision lot and out of public view if possible. All irrigation pipe and sprinklers shall be located underground with the exception of sprinklers that are located in flower beds or other areas immediately adjacent to the residential structure.

SECTION 16. During the course of construction of any improvements on a subdivision lot, neither the lot owner nor any of the owner's agents, employees or designated representative shall block any of the Subdivision streets or otherwise interfere with any other lot owner's access to or use of his or her particular lot or the Common Areas. No trucks, equipment, building materials or other items used in or during the construction period shall be stored or allowed to remain on any given lot beyond the reasonable time needed for said particular item to be used in or incorporated into the particular improvement being constructed.

SECTION 17. All T.V., satellite dish, radio and other such antenna systems shall be securely fixed on the rear side of the residence only and shall not exceed a total height of 25 feet. All such antennas and satellite dish must be maintained in a state of good repair and shall not be allowed to remain in a bent or broken condition.

SECTION 18. No outbuilding, basement, tent, shack, garage, trailer, shed or temporary building of any kind shall be used as a residence, either temporarily or permanently.

SECTION 19. Each owner shall, at his or her sole cost and expense, repair his or her residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear by the elements.

SECTION 20. If a portion of a residence is destroyed by fire or other casualty, it shall be the duty of the owner thereof to

repair same in such a manner as to substantially restore the residence to its appearance and condition immediately prior to the casualty. If the proposed repair substantially changes the appearance or design of the residence from that which existed prior to the casualty, the plans and specifications for said repair must be submitted to the Architectural Committee for its review and approval. Such repair shall be commenced within 60 days after the date of occurrence of the casualty.

If a residence is totally destroyed by fire or other casualty, it shall be the duty of the owner thereof, within a reasonable time (not to exceed 60 days) to make a decision to either rebuild or not to rebuild said residence. If the owner decides to rebuild same, he must first submit his plans and specifications for the residence to the Architectural Committee for its approval in the same manner as a lot owner who desires to commence construction of an initial residence on a subdivision lot. If the owner decides not to rebuild the residence, the owner shall immediately clear or otherwise clean up the lot of all remaining debris, trash and remnants of the casualty.

**ARTICLE VII - COMPLIANCE WITH SOUTHWEST FLORIDA
WATER MANAGEMENT SURFACE DRAINAGE REQUIREMENTS**

SECTION 1. It shall be the responsibility of each lot owner within the Subdivision at the time of construction of a building, residence or other structure to comply with the construction plans approved and on file with the Southwest Florida Management District as part of the Surface Water Management System for development of

the Subdivision pursuant to the requirements of Chapter 40d-4, Florida Administrative Code.

SECTION 2. None of owners of Lots 23-32 may construct or maintain any building, residence, or structure of any kind or undertake or perform any activity in the Wetland Areas described in the recorded plat of the Subdivision, unless prior approval is received from the Southwest Florida Water Management District pursuant to the requirements of Chapter 40d-4, Florida Administrative Code. For purposes of this Section, Wetland Areas are hereby defined to be those portions of said lots 23 through 32 which lie below the 100 year flood line and which are located within the drainage easement area of each lot, all as depicted on the Subdivision plat.

SECTION 3. No permanent building, residence or structure of any kind shall be constructed by any lot owner within that portion of any lot designated on the Subdivision plat as a drainage easement.

ARTICLE VIII - GENERAL PROVISIONS

SECTION 1. "Enforcement." The Association or any owner shall have the right to enforce, by any proceedings 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 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." Invalidation of any one or more of these covenants, conditions 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." These restrictions may be amended by duly recording an instrument which sets forth the terms of the amendments and which is executed and acknowledged by not less than 75% of the membership of the Association.

SECTION 4. "Subordination." No breach of any of the conditions herein contained 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 condition shall be binding on any owner whose title is acquired by foreclosure, trustee's sale or otherwise.

SECTION 5. "Duration." The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall enure to the benefit of and be enforceable by the Association or any member thereof for a period of 25 years from the date hereof. Thereafter, they shall be automatically extended for additional periods of 20 years unless otherwise agreed to in writing by the owner of at least 3/4 of the Subdivision lots.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal the 7th day of October, 2004.

Signed, sealed and delivered
in the presence of:

SIGNATURE PAGES

Pages 22 thru 35

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<https://www.polkcountyclerk.net/187/Public-Records-Searches>

INSTR # 2020185120
BK 11366 Pgs 137-171 PG(s)35
RECORDED 09/08/2020 09:13:22 AM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$299.00
RECORDED BY terrdavi

This instrument prepared by:
R-OFFICE BOX
Robert C. Chilton, Esq.
Boswell & Dunlap LLP
245 S. Central Avenue
Bartow, FL 33830

CERTIFICATE OF AMENDMENT TO THE RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF OVERLOOK ESTATES EAST

WHEREAS, the Restated and Amended Declaration of Covenants, Conditions and Restrictions of Overlook Estates East was recorded on October 29, 2004 in O.R. Book 5668, Pages 467-500 of the public records of Polk County, Florida ("Declaration");

WHEREAS, the Declaration may be amended by duly recording an instrument which sets forth the terms of the amendment and which is executed and acknowledged by not less than 75% of the membership of Overlook Estates East Property Owners Association, Inc.; and

WHEREAS, the signed consents attached hereto and incorporated herein represent approval of the below listed amendments by more than 75% of the membership of Overlook Estates East Property Owners Association, Inc.;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that the undersigned, on behalf of Overlook Estates East Property Owners Association, Inc., pursuant to applicable law and the provisions of the Declaration, does hereby certify that the following amendment to the Declaration have been duly and properly adopted by the membership (deletions are ~~lined through~~; additions are underlined; a double underline indicates an underlined section heading):

Section 12 of Article VI of the Declaration is amended as follows:

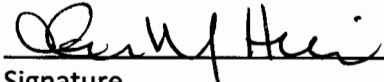
SECTION 12. No cars, vans, trucks, recreational vehicles, buses, boats, boats on trailers, trailers, travel trailers, motor homes, or any other similar type vehicle or equipment shall be allowed to park on any of the platted streets in the subdivision unless so authorized on a temporary basis by the Board of Directors of the Association through a duly adopted rule and regulation, and then only to the extent, and only in the manner, so authorized ~~or in any residential driveways (limited to 48 hours)~~. All said vehicles must be parked inside of the enclosed garage area of the residence, or may be parked on the rear of any lot behind the residence provided same cannot be seen from the street located in front of the residence and provided further that same must have a current year's license tag. Passenger vehicles may be parked on driveways, but only if operable, in good working condition and equipped with a current year's license tag. ~~All passenger automobiles must have a current year's license tag and shall be parked inside of the enclosed garage area of the residence; provided however, if a lot owner owns~~


~~more passenger automobiles than enclosed garage area within which to park them, the lot owner may use the driveway of the residence for parking the excess passenger automobiles.~~

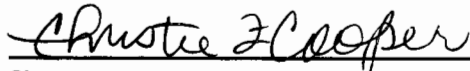
ALL OTHER PROVISIONS OF THE DECLARATION REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the undersigned, on behalf of the Association, has hereunto set his hand this 21 day of August, 2020.

**Signed, sealed and delivered
in the Presence of:**


Signature
Vanessa M. Howie
Printed Name of Witness

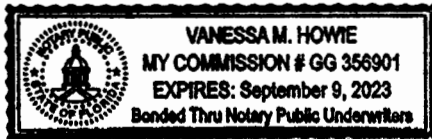

Matthew Davis, President
Overlook Estates East Property
Owners Association, Inc.


Signature
Christie F. Cooper
Printed Name of Witness

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was signed before me by Matthew Davis, who produced a drivers' license as identification, this 21 day of August, 2020.


Notary Public – State of Florida



SIGNATURE PAGES

Pages 3 thru 35

Removed to shorten file. See recorded original by searching official records at

<https://www.polkcountyclerk.net/187/Public-Records-Searches>



INSTR # 2020193761
BK 11378 Pgs 579-587 PG(s)9
RECORDED 09/16/2020 04:36:41 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$78.00
RECORDED BY terrdavi

This instrument prepared by:

R-office boy
Robert C. Chilton, Esq.
Boswell & Dunlap LLP
245 S. Central Avenue
Bartow, FL 33830

**RESTATED BYLAWS FOR
OVERLOOK ESTATES EAST PROPERTY OWNERS ASSOCIATION, INC.**

1. Bylaws. These are the bylaws of Overlook Estates East Property Owners Association, Inc. ("Bylaws"), a Florida not for profit corporation organized under the Florida Not For Profit Corporations Act and a homeowners' association pursuant to the Florida Homeowners' Association Act.

2. Definitions. When used in these Bylaws, unless otherwise stated, the terms defined in Article I of the Restated and Amended Declaration of Covenants, Conditions and Restrictions of Overlook Estates East ("Declaration") shall have the same definitions and meanings as in the Declaration. The Declaration, the Bylaws and the Association's Articles of Incorporation ("Articles") are collectively referred to as "Governing Documents".

3. Fiscal Year. The fiscal year of the Association shall be the calendar year.

4. Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation not for profit," and the year of incorporation.

5. Members.

5.1 Qualification. The qualification of Members, the manner of their admission to membership, changes in membership and the termination of such membership, shall be as set forth in the Declaration and the Articles.

5.2 Voting Rights. The voting rights of Members shall be as set forth in the Declaration.

5.3 Designation of Voting Representative.

A. If a Lot is owned by more than one person, the person entitled to cast the votes for the Lot shall, at the request of the Association, be designated by a certificate signed by all of the record Owners of the Lot and filed with the Secretary of the Association.

B. If a Lot is owned by an entity (for example, a partnership, a trust, a corporation, a limited liability company, etc.), the person entitled to cast the votes for the Lot shall be designated by a certificate signed by the Owner's duly authorized officer or agent and

filed with the Secretary of the Association.

C. Voting Representative certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot.

5.4 Member Roster. The Secretary of the Association shall maintain a roster showing the names and contact addresses of the Members. Each Member shall at all times advise the Secretary of any change of address or any change of owner of a Lot.

6. Members' Meetings.

6.1 Annual Members' Meetings. The annual Members' meeting shall be held each year for the purpose of electing Directors, and of transacting any other business authorized to be transacted by the Members. The Board shall determine the date, time and place to hold the annual meeting. The location must be within Polk County.

6.2 Special Members' Meetings. Special meetings of the Members must be held when called by the Board, or by the holders of at least 1/3 of the total voting interest of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

6.3 Notice of Members' Meetings.

(A) Written notice of a members' meeting must be mailed, hand delivered, or electronically transmitted to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member for the purpose of notice, at least 14 days before the meeting, and must be posted in a conspicuous place within the Subdivision at least 14 days before the annual meeting.

(B) Meeting notices shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose(s) of the meeting.

6.4 Chairperson and Secretary. At each meeting of the Members, the President, or in the President's absence, the Vice President, or their designee, shall act as Chairperson of the meeting. The Secretary, or in the Secretary's absence, any person pointed by the Chairperson, shall act as Secretary of the meeting.

6.5 Quorum and Adjournment. At membership meetings, the presence of Members, in person or by proxy, entitled to cast 1/4 of the total voting interest of the Association shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration or these Bylaws. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any

adjournment thereof. If a quorum has not been established at a membership meeting, the Members present shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting of the time, date and place that the meeting will be reconvened. Any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting.

6.6 Proxies. At all meetings of the Members, each Member may vote in person or by proxy duly appointed in writing. Every proxy must be dated; must state the date, time, and place of the meeting for which it was given; and must be signed by the authorized person who executed the proxy. A proxy may be limited or general. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given.

7. Board of Directors.

7.1 Governing Body. The affairs of the Association shall be governed and managed by the Board of 5 Directors, who shall be Members, and who shall be elected as set forth herein.

7.2 Term. The term of office of each Director shall be for 1 year. Each Director shall hold office for the term for which he/she is elected and until his/her successor has been elected and qualified or until his/her earlier resignation, removal from office, disqualification or death.

7.3 Removal, Resignation and Vacancies. Any Director may be removed from the Board, with or without cause, by the vote, at a duly noticed membership meeting, of a majority of the Members. Any Director may resign by furnishing written notice to the Association, in which case the resignation shall be of immediate effect unless otherwise stated therein. Any vacancy on the Board occurring before the expiration of a Director's term shall be filled by the affirmative vote of a majority of the remaining Directors, even if they constitute less than a quorum. The person so appointed shall serve for the unexpired term of his/her predecessor.

7.4 Compensation. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

7.5 Nomination. Nomination of Members eligible for election to the Board shall be made from the floor at the annual meeting.

7.6 Election.

(A) Directors shall be elected by written ballot, unless dispensed with by the Members at the meeting. At the election, Members may cast, in respect to each position to be filled on the Board, 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.

(B) An election is not required unless more candidates are nominated than vacancies exist.

7.7 Director Certification. Within 90 days after being elected or appointed to the Board, each Director shall certify in writing to the Secretary of the Association that he/she has read the Governing Documents and the Association's current written rules and policies; that he/she will work to uphold such documents and policies to the best of his or her ability; and that he/she will faithfully discharge his or her fiduciary responsibility to the association's members. Within 90 days after being elected or appointed to the board, in lieu of such written certification, the newly elected or appointed director may submit a certificate of having satisfactorily completed the educational curriculum administered by a division-approved education provider within 1 year before or 90 days after the date of election or appointment.

7.8 Powers. The Board shall have all powers for the management and administration of the affairs of the Association, and all authority incidental thereto, including but not limited to the following:

(A) Determination, assessment and collection of funds to defray Association expenses;

(B) Entering into contracts deemed necessary or appropriate in furtherance of the Association's interests;

(C) Adoption of reasonable written policies, rules and regulations ("Rules"), not conflicting with the Governing Documents, concerning operation of the Association, use of the Common Areas, the conduct of Members and their tenants, guests and invitees within the Subdivision and enforcement and interpretation of the Governing Documents;

(D) Authorization and prosecution of proceedings to foreclose liens and collect delinquent amounts due and owing on behalf of the Association, proceedings to enforce or interpret the Governing Documents or Rules on behalf of the Association, proceedings related to the Common Areas and such other proceedings as are in the interests of the Association;

(E) Employment and dismissal of personnel and agents necessary or appropriate for the maintenance and operation of the Association;

(F) Establishment of bank accounts in the name of the Association, and authorization of signatories therefor;

(G) Procuring of insurance for the Association and Common Areas;

(H) Appointment and termination of committees, which serve at the pleasure of the Board, as from time to time may be deemed appropriate; and

(I) Exercise for the Association all powers, duties and authority vested in or delegated to the Association by law and not reserved to the membership by other provisions of the Governing Documents.

7.9 Duties. It shall be the duty of the Board to:

(A) Cause to be kept minutes of all meetings of the Members and Board in written form or in another form which can be converted into written form within a reasonable time;

(B) Supervise all officers, agents and employees of the Association to see that their duties are properly performed;

(C) Fix the amount of assessments against each Lot and send notice thereof to the Members in advance of the due date;

(D) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(E) Maintain the official records of the Association, including records of receipts and disbursements arising from the operation of the Association;

(F) Cause all persons who control or disburse Association funds to be appropriately bonded or insured;

(G) Maintain, repair and operate the Common Areas;

(H) Appropriately enforce the Governing Documents and Rules; and

(I) Perform all duties and obligations of the Association as set forth in the Governing Documents and as otherwise required by law.

8. Meetings of the Board.

8.1 Meetings. A meeting of the Board occurs whenever a quorum of the Board gathers to conduct Association business. Regular and special meetings of the Board are open to all Members except meetings between the Board and its attorney to discuss proposed or pending litigation where the contents of the discussion are governed by the attorney-client privilege or Board meetings held for the purpose of discussing personnel matters.

8.2 Quorum. A majority of the 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 an act of the Board.

8.3 Regular Meetings. Regular meetings of the Board shall be held as may be determined by the Board.

8.4 Special Meetings. Special meetings of the Board shall be held when called by the President or by any 2 Directors.

8.5 Meeting Notice. Notice of a Board meeting stating the date, time and place of the meeting shall be posted in a conspicuous place on Association property at least 48 hours before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Notice of any meeting at which special assessments will be considered or at which amendments to rules regarding parcel use will be considered must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously on the Association property not less than 14 days before the meeting.

8.5 Attendance and Manner of Voting. Directors may participate in a meeting by means of telephone, real-time videoconferencing, or similar real-time electronic or video communication equipment if all persons participating in the meeting, including any Members, can hear each other at the same time. A Director's participation by such means shall constitute his/her presence in person at a meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

9. Officers.

10.1 Officers and Election. The officers of the Association shall be a President, must also be a Director, a Treasurer, a Secretary, and, at the option of the Board, a Vice-President, all of whom shall be elected by the Board and who may be removed and replaced by the Board, with or without cause, at any Board meeting. Any person may hold 2 or more offices except that the President shall not also be the Secretary. The Board may from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

10.2 Term and Resignation. The officers shall be elected annually by the Board at the first Board meeting following the annual membership meeting and hold office for 1 year and until his/her successor has been elected or until his/her earlier resignation, removal from office, disqualification or death. Any officer may resign by furnishing written notice to the Association, in which case the resignation shall be of immediate effect unless otherwise stated therein.

10.3 President. The President shall be the chief executive officer of the Association. He/she shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to serve as chair at all meetings, issue

instructions to the Association's agents and attorneys and sign instruments on behalf of the Association.

10.3 Vice President. If one is appointed, the Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He/she shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

10.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He/she shall attend to the giving and serving of all notices to the Members and Board, and other notices required by law. He/she shall keep the official records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Board or the President.

10.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He/she shall keep the books of the Association in accordance with good accounting practices, provide for collection of assessments; and perform all other duties incident to the office of Treasurer.

10.6 Compensation. Officers shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

10.7 Delegation. Nothing herein shall prevent the Board of delegating certain duties to a bookkeeper or licensed community association manager.

11. Books and Records. The Association shall maintain its official records for at least 7 years. The official records shall be made available to Members for inspection as required by law.

12. Budget and Financial. The Board shall adopt an operating budget for the Association in advance for each calendar year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge.

13. Indemnification. Except for willful misconduct or a violation of their fiduciary responsibilities to Members, Directors and officers of the Association shall be indemnified by the Association to the fullest extent permitted by law. Directors and officers of the Association shall not be personally liable for any act, debt, liability or other obligation of the Association by virtue of being a Director or officer.

14. Amendment. These Bylaws may be amended at a regular or special meeting of the Members by a vote of 2/3rds of the total voting interest of the Association.

15. Miscellaneous.

15.1 Severability. The invalidity or unenforceability in whole or in part of any section, subsection, sentence, clause, phrase or word or other provision of these Bylaws shall not affect the remaining portions.

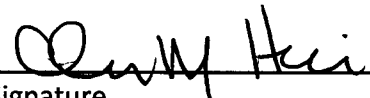
15.2 Conflicts. If there is a conflict between any provision of these Bylaws and the Declaration or Articles, the Declaration or Articles of Incorporation, as applicable, shall control.

15.3 Singular, Plural and Gender. Whenever the context so requires, the use of the singular shall include the singular and the plural, the use of the plural shall include the singular and the plural, and the use of any gender shall be deemed to include all genders.

15.4 Notice. Whenever written notice is required, by the Governing Documents, Rules or applicable law, to be furnished by the Association to Members, such notice shall be deemed to be delivered when emailed to the email address supplied by the Member for the purpose of notice or deposited in the U.S. mail, postage prepaid, addressed to the Member's address last appearing on the books of the Association. It is the affirmative duty of each Member to notify the Association, in writing, of the mailing or e-mail address at which they wish to receive notice from the Association.


IN WITNESS WHEREOF, the undersigned, on behalf of the Association, has hereunto set his hand this 9th day of SEPTEMBER, 2020.

Signed, sealed and delivered
in the Presence of:




Signature
VANESSA HOWIE

Printed Name of Witness



Matthew Davis, President
Overlook Estates East Property
Owners Association, Inc.

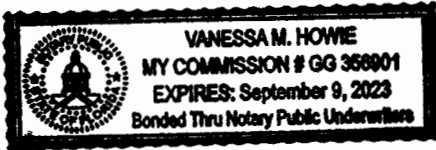


Signature
CHRISTIE COOPER

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was signed before me by Matthew Davis, who produced a drivers' license as identification, this 9th day of September 2020.



[Signature]
Notary Public – State of Florida

Certificate of Adoption

I, the undersigned, certify as follows:

1. I am the elected and acting Secretary of Overlook Estates East Property Owners Association, Inc., a Florida corporation not for profit.
2. The foregoing Bylaws were duly approved and adopted by the requisite number of Members at the duly noticed membership meeting held on Jan 17th, 2020, at which a quorum was present in person or by proxy.

Signed, sealed and delivered
in the Presence of:

[Signature]
Signature
Vanessa m. Howie
Printed Name of Witness

[Signature]
Jacob Ley, Secretary
Overlook Estates East Property
Owners Association, Inc.

[Signature]
Signature
CHRISTIE COOPER
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was signed before me by Jacob Ley, who produced a drivers' license as identification, this 9th day of September 2020.



[Signature]
Notary Public – State of Florida

THIS INSTRUMENT PREPARED BY:

Robert C. Chilton, Esq.
Boswell & Dunlap LLP
245 S. Central Ave., Bartow, FL 33830
(863) 533-7117



INSTR # 2021193426
BK 11818 Pgs 2009-2010 PG(s)2
RECORDED 07/26/2021 05:17:13 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$18.50
RECORDED BY shakcamp

**NOTICE OF OVERLOOK ESTATES EAST PROPERTY OWNERS ASSOCIATION, INC. UNDER S.
720.3032, FLORIDA STATUTES, AND NOTICE TO PRESERVE AND PROTECT COVENANTS
AND RESTRICTIONS FROM EXTINGUISHMENT UNDER THE MARKETABLE
RECORD TITLE ACT, CHAPTER 712, FLORIDA STATUTES**

Instructions to recorder: Please index both the legal name of the association and the names shown in item 3.

1. Legal name of association: Overlook Estates East Property Owners Association, Inc.
2. Mailing and physical addresses of association: P.O. Box 1773, Winter Haven, FL 33882-8773; 735 Santa Maria Dr., Winter Haven, FL 33884

3. Names of the subdivision plats, or, if none, common name of community:
Plat of Overlook Estates East recorded on March 27, 1989 in Plat Book 87, Page 46, public records of Polk County, Florida

4. Name, address, and telephone number for management company, if any: n/a
5. This notice constitutes a notice to preserve and protect covenants or restrictions from extinguishment under the Marketable Record Title Act.

6. The association desires to preserve from extinguishment the following covenants or restrictions affecting the community:
Declaration of Covenants, Conditions and Restrictions for Overlook Estates East recorded on April 5, 1989 in O.R. Book 2728, Page 1241 et seq., public records of Polk County, Florida

Restated and Amended Declaration of Covenants, Conditions and Restrictions of Overlook Estates East recorded on October 29, 2004 in O.R. Book 5968, Page 467 et seq., public records of Polk County, Florida

Amendment to the Restated and Amended Declaration of Covenants, Conditions and Restrictions of Overlook Estates East recorded on September 8, 2020 in O.R. Book 11366, Page 137 et seq., public records of Polk County, Florida

Restated Bylaws for Overlook Estates East Property Owners Association, Inc. recorded on September 16, 2020 in O.R. Book 11378, Page 579 et seq., public records of Polk County, Florida.

7. The legal description of the community affected by the listed covenants or restrictions is the lands described and depicted on the following:

Plat of Overlook Estates East recorded on March 27, 1989 in Plat Book 87, Page 46, public records of Polk County, Florida

IN WITNESS WHEREOF, the undersigned, as President and on behalf of Overlook Estates East Property Owners Association, Inc., has executed this instrument this 8th day of July, 2021.

Witness: Grace Marie Amico

Printed Name: Grace Marie Amico

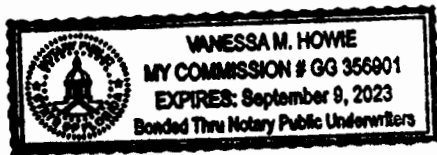
Matthew Davis
Matthew Davis, President

Witness: Vanessa M. Howie

Printed Name: Vanessa M. Howie

STATE OF FLORIDA
COUNTY OF POLK

The foregoing was executed and acknowledged before me by means of physical presence this 8th day of July, 2021, by Matthew Davis as President of Overlook Estates East Property Owners Association, Inc.



Vanessa M. Howie
Notary Public – State of Florida
 Produced Identification
Type of ID Produced: drivers' license