

INSTR # 2004219334  
BK 05968 PGS 0467-0500 PG(s) 34  
RECORDED 10/29/2004 11:03:21 AM  
RICHARD M WEISS, CLERK OF COURT  
POLK COUNTY  
RECORDING FEES 290.50  
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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:

This instrument prepared by:

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~~

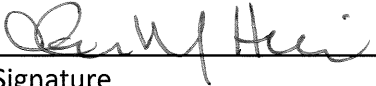



~~more passenger automobiles than enclosed garage area within which to park them, the lot owner may use the driveway of the residence for parking the excess passenger automobiles.~~

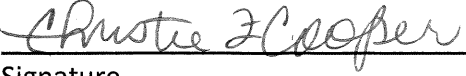
**ALL OTHER PROVISIONS OF THE DECLARATION REMAIN IN FULL FORCE AND EFFECT.**

**IN WITNESS WHEREOF**, the undersigned, on behalf of the Association, has hereunto set his hand this 27 day of August, 2020.

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

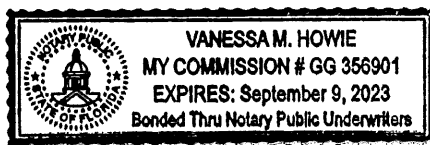
  
Signature  
Vanessa M. Howie  
Printed Name of Witness

  
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 27 day of August, 2020.



  
Notary Public – State of Florida