

POLO PARK HOMEOWNER ASSOCIATION



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AMENDED AND RESTATED COVENANTS AND RESTRICTIONS

State of: Florida

County of: POLK

On this, 24th. day January, 2013, before me a notary public, the above signed Officers and Directors personally appeared, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.



BARBARA M. SPENCER
NOTARY PUBLIC
STATE OF FLORIDA
comm# EE036542
Expires 1/4/2016

Barbara M. Spencer
Notary Public
Barbara M. Spencer

Seal:

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR POLO PARK

This Amended and Restated Declaration of Covenants and Restrictions for Polo Park amends, restates and supercedes those certain Declarations of Covenants and Restrictions recorded in the Official Records of Polk County, Florida.

Know all persons by these presents:

That Polo Park Homeowners Association, Inc., organized and existing under the laws of the State of Florida as a Florida not-for-profit corporation, hereinafter referred to as the "Association," or "HOA" and all property owners within Phase I-A, according to the plat thereof recorded in the Public Records of Polle County, Florida in Plat Book 74, page 38, Phase 1-B, according to the plat thereof recorded in the Public records of Polle County, Florida, Plat Book 77, pages 13-14, Phase 1-C, according to the plat thereof recorded in the Public records of Polk County, Florida, in Plat Book 81, page 20, Phase II, according to the plat thereof recorded in the Public records of Polle County, Florida, in Plat Book 83, page 36, Phase III-A, according to the plat thereof recorded in the Public records of Polle County, Florida, Plat Book 86, pages 17-18, Phase 111-B, according to the plat thereof recorded in the Public records of Polle County, Florida, Plat Book 89, pages 46-48, All of Polo Park Estates Phase I, according to the plat thereof, as recorded in Plat Book 102, page 20 of the Public Records of Polle County, Florida, all of Polo Park Estates Phase II, according to the plat thereof, as recorded in Plat Book 103 pages 22 & 23 of the Public Records of Polk County, Florida, all of Polo Park Estates Phase III, according to the plat thereof, as recorded in Plat Book 105 pages 26 & 27, of the Public Records of Polle County, Florida, is desirous of placing and /or maintaining certain covenants and restrictions on the use of said property to be binding upon present and future owners for all time, or until amended by a 55% vote of eligible members.

An over 55 park.

- a. The HOA registered is a HUD development to be used primarily by persons age 55 and over.
- b. Any Homeowner who wishes to sell or rent their property has the responsibility of making sure that at least one of the new owners/renters who will be residing on the property is at least 55 years of age.
- c. The person 55 years of age or older must be in residence any time the premises are occupied.

Required Membership in the HOA.

- a. The owner of each lot shall be a member of the Association and pay dues billed annually.
- b. Maintenance Fees. The Association shall levy and collect a maintenance fee, billed annually and payable quarterly, against each lot owner sufficient to cover each lot owner's proportionate share of the actual cost of operating and maintaining all recreational facilities and other improvements, including but not limited to all Common Areas, retention ponds, landscaping and other amenities provided for the use and comfort of the Members of the Association together with all utility charges and other truces on Association-owned property.

- c. Transfer Fee. Upon the transfer of title to a Lot to a new Owner or Owner(s), the new Owner(s) shall pay a Transfer Fee in the amount of \$2,000.00 to the Association at the time of the closing of the acquisition of the Lot, or if no closing is held, then upon execution of the instrument transferring title. If a closing is held, the Transfer Fee shall be collected by the closing agent and paid to the Association. Otherwise, it shall be paid by the new Owner(s) to the Association. Such funds may be used for any purpose for which the Association may levy an assessment and shall, in unpaid, be collected in the same manner as an assessment. The Directors may increase the Transfer Fee no more frequency than once each year.
- d. Each Owner of any lot by acceptance of a deed or other conveyance, whether or not it be so expressed in such a deed or other conveyance, shall be deemed to and covenant to pay the maintenance fees to the Association.
- e. Each property, regardless of the number of owners, is entitled to only one vote as a member of the HOA.

Responsibility for maintaining property values.

- a. Enhancing and maintaining the beauty and livability of Polo Park is the shared responsibility of the property owner.
- b. Compliance with the Covenants and guidelines therein is important in maintaining the value of each property. Enforcement of these Covenants is for the benefit and protection of every property owner.
- c. The following restrictions and guidelines will be monitored by the Rules and Regulations Committee and the Architectural Review Committee, hereinafter referred to as the "ARC."
- d. Areas that require prior written approval of the ARC will be so noted.

THE "HOA" HEREBY PLACES UPON SAID LOTS CERTAIN COVENANTS AND RESTRICTIONS AS FOLLOWS:

Lot restrictions.

1. Each lot in each phase as described in the first paragraph of these covenants shall be used exclusively as a single family residential site, subject to the zoning laws of Polk County and the Statutes of the State of Florida.
2. Each lot shall be subject to all easements/setbacks as shown on the recorded plat of each lot and any other county documentation.
3. All of the homes must conform to the size, quality and rules of the HOA.
 - a. If a home is partially or fully destroyed the owner is to restore said structure within one hundred eighty (180) days to its former condition and appearance ,after insurance settlement.
 - b. If there is no insurance settlement, or the owner decides not to rebuild, the owner has 120 days to clear the lot of all debris.
4. An undivided interest in the common property is granted to each lot owner subject to HOA by-laws, rules and regulations.

5. Common Ground Responsibilities and Lot Restrictions.

No person shall use any property or facilities owned by the HOA or any part thereof, or a homeowner's lot or any part thereof, in any manner contrary to or not in accordance with rules and regulations as set by the Polo Park HOA. The said Rules and Regulations shall

be deemed effective until amended, as provided by said By-laws.

6. Clotheslines, etc.

- a. In accordance with Florida Statutes, clotheslines or other similar energy saving devices are acceptable.
- b. However, permanent clotheslines are not allowed.
- c. Clotheslines placed in the yard must be removable umbrella type for example) and must be taken down and stored out of sight by dusk.

7. TV Antennas.

- a. In compliance with a Federal Communications Commission (FCC) ruling, TV antennas (primarily satellite dishes) are allowed.
- b. The preferred location should be in the rear of the property and out of sight from the street.
- c. The actual location will be determined, however, by the reception of a quality signal.
- d. Other types of antennas must be approved by the ARC.

8. Signs.

- a. No sign of any kind shall be displayed to public view on the property, except for one (1) discrete, professionally prepared, "For Sale/For Rent" sign of not more than three (3) feet by three (3) feet may be placed on the street side of the lot.
- b. The Board of Directors shall have the authority to authorize signs for special events or awards such as Security Signs and other special signs.

9. Commercial Activities.

- a. Commercial activities which would result in any additional traffic through the community shall not be conducted on or from any lot unless approved by the Board of Directors.
- b. Examples of acceptable activities could include: landscaping service, handyman work, care of irrigation systems, etc.
- c. Commercial activities that would attract customers from outside the subdivision *are* prohibited.

10. Carports, etc.

- a. All vehicles (mini-vans, pickup trucks, motorcycles) small enough to fit under the standard height carport/ garage roof will be permitted to be parked in the carport/ garage or driveway.
- b. All vehicles parked in the carport/RV port or driveway must have a current registration if registration is required by law.
- c. Vehicles must be parked on paved driveways only, not on landscaping.

11. Excluded Vehicles and Parking Restrictions.

- a. It is the declared intent of the HOA to exclude recreational vehicles and/or recreational vessels from being parked or stored in any visible manner in driveways, carports. Excluded vehicles include, but are not limited to, tent type folding trailers or any type of trailers, pickup campers, travel trailers, motor homes of any types, canoes, boats, boat trailers and utility trailers.

- b. RV port homes are excluded from the restrictions regarding storing recreational vehicles in their RV ports.
- c. Any of the above vehicles may be parked in the owner's driveway for a period of forty-eight (48) hours for loading, unloading or cleaning.
- d. These restrictions are designed for maximum beauty and benefit of the lot owner's property.

12. Storage Restrictions.

- a. Carports and RV ports are not to be used as storage areas. Washers, dryers, refrigerators, tool benches, lawn tools and other miscellaneous items are not permitted in carports and RV ports.
- b. Examples of allowed uses: bicycles, golf carts, motorized scooters, lawn mower with cart {manual or riding), grills, lawn furniture,.
- c. Stand alone structures are not allowed. They must be attached to the house and be approved by the ARC.

13. Hedges, Enclosures, Fences Walls, etc.

- a. Living hedges are allowed but may not *exceed* 4 ft. in height and may not infringe on common property or a neighbor's property. Also they shall not be placed on a property line.
- b. An exception would be that a living hedge above 4 ft. between two neighboring properties, and of a length not to exceed the length of the house, is allowable with approval, in writing, of both neighbors and the ARC.

14. Fences.

With prior approval, small fences, not higher than two (2) feet erected to protect plants from animals are acceptable.

15. Enclosures.

PVC, wood or metal installed and used as partial enclosure for carports, screen rooms, patios and home entry ways are acceptable, with prior ARC approval.

16. Walls, etc.

- a. Walls of any nature {stone, concrete, masonry, brick, wood), etc.) may not be installed on any property line.
- b. Walls intended for terracing flower beds or for decorative purposes are acceptable with prior ARC approval.
- c. The HOA reserves the right to erect a fence or wall between Polo Park property and any contiguous property if it is deemed necessary to protect the property of homeowners.

APPEARANCE AND MAINTENANCE OF PROPERTY.

17. Exterior or Houses, Colors, Additions, etc.

- a. The coating or stain and other exterior finishing colors on all residences and masonry walls may be maintained as originally installed without prior approval of the

Architectural Review Committee (ARC), but prior approval of the ARC shall be necessary before any such exterior finishing color is changed.

- b. All structural additions or changes of the house must have prior written ARC approval.
- c. Any changes or additions to the property must be approved by the ARC.
- d. Changes that conflict with the general architecture of the community must be brought before the Board of Directors for a full discussion before approval. An appeal by the homeowner can be made at the Board meeting.
- e. (1) Approvals granted by the ARC are valid for only six (6) months; after that a new request must be submitted. The request must state the approximate start and completion date
- f. Any changes not in the original request must be submitted to the ARC for evaluation.
- g. When changing the color of the exterior of the residence driveway, or walkway, paint chips shall be provided along with the request for approval of the ARC.

18. Appearance of Property and Penalties.

- a. The owner of each lot shall maintain the appearance of the residence and/or lot in an attractive manner consistent with the surrounding neighborhood.
- b. If the owner fails to do so the HOA may, at its option, send the owner written notice of such failure to the owner's last known address and/or the address of the subject lot. If the owner does not reply or make such repairs and/or maintenance as needed, then, after thirty (30) days, the HOA may make such repairs and/or maintenance as needed to restore the appearance of the residence and/or lot.
- c. The HOA shall have sole discretion to choose the person(s) and material(s) and equipment needed to accomplish the work required.
- d. The cost of such work will be charged as an individual assessment against such residence and/or lot, secured by a lien against the residence and/or lot. The cost will become immediately payable to the HOA by the owner or subject residence and/or lot. To prevent a recurrence of this matter a fee of ten dollars shall be charged above the cost and increased by ten dollars each time thereafter. First time \$10.00, second time \$20.00, third time \$30.00, etc.

19. Maintenance of property.

- a. Each property shall be kept in a clean and sanitary condition. Rubbish, garbage and refuse shall be kept in containers until county pick up times, and containers returned to the storage area, as soon as possible after pick up.
- b. Any hazardous materials must be kept in approved containers.
- c. Homeowners shall not keep or do anything on their property that will increase insurance rates on common properties nor be an obstruction or cause interference with the rights of other lot owners.
 - 1) They shall not cause annoyance by unreasonable noises.

2) Lot owners may not pennit any immoral or illegal action or nuisance(annoyance or inconvenience) on or about the common property or that interferes with other residents.

20. Children.

a. Children under the age of eighteen (18) years shall not be permitted to reside in Polo Park. Children may, however, visit a homeowner for a maximum stay of thirty (30) days within a calendar year for each child.

b. In the event a child or children are born to, or adopted by, a person residing in Polo Park, the age requirement mentioned above shall be waived for a period not to exceed six

(6) months.

c. With the approval of the Board of Directors, children under the age of eighteen (18) years, who must live with a resident due to emergency circumstances, will be allowed to live in Polo Park until other arrangements are made, but no longer than six (6) months.

21. Pets.

a. A maximum of two dogs or cats, or combination of both, are allowable for each household.

b. Pets must be restrained when outside and under direct control of their owner.

c. Owners are responsible for picking up any messes left by their pets.

d. Sustained noises from pets at any time are unacceptable.

e. Aquarium fish.or small birds are acceptable.

f. No reptiles, animals, birds or other such pets can be kept if in the HOA's judgment they present unreasonable annoyance, hazard, nuisance, noise, or interference with the enjoyment of other property owners.

g. No animals, of any kind, can be bred or kept for breeding purposes in any household in Polo Park.

22. Problems Between Homeowners and the HOA.

a. When problems arise between homeowners and the HOA they should be resolved at the lowest level possible.

b. The first step is negotiation between the homeowner and a Board representative.

c. Step two involves the levying of fines by the HOA. The homeowner may request a hearing before a three or more member board of peers to dispute said fines(see the By-laws).

d. If that fails, step three may include attorney intervention and/or arbitration.

e. All parties herein expressly agree to a non-jury trial.

23. Duration of the Covenants.

a. These restrictions shall be considered as covenants running with the land and will bind purchasers of all lots shown on the plat referred to earlier, their heirs, executors, administrators, successors or assigns.

b. If said owners or others mentioned above shall violate or attempt to violate any of the covenants or restrictions, it shall be lawful for the HOA, or any person or persons owning a lot in Polo Park to prosecute any proceeding at law or in equity against the person(s) violating or attempting to violate any covenant or restriction to prevent him or them from doing so or to recover damages for such violations.

c. The prevailing party in any such lawsuit is entitled to reasonable attorney fees and costs.

24. Duration of Obligations.

a. For a duration of thirty years commencing January 1, 2013, these obligations will remain effective. These restrictions will be automatically renewed for five year increments thereafter unless a majority of the membership votes to Terminate said restrictions.

b. The Water Management District shall be notified by certified mail, at least ninety (90) days prior thereto, by HOA in the event the HOA decides to terminate or refuses to maintain or abandon or alters the permitted surface water management system.

c. Included in the maintenance responsibility and costs attributable to the HOA shall be all maintenance of drainage easements, culverts and retention pond areas as actually constructed and/or shown on the plat of the subdivision of Polo Park.

26. Severability.

Severability: Invalidation of any one of these covenants or restrictions or any part, clause or word thereof, or the application thereof in specific circumstances, by judgment or court order, shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

27. Covenant Enforcement. If one of the covenants is not enforced by oversight or neglect that will not nullify the enforcement of that covenant and all others. All covenants will remain in effect until changed by vote of the homeowners.

28. Fines, Liens, etc. Fines, liens and other actions will be taken against homeowners who violate these covenants as specified in the Bylaws.

29. This Declaration of Covenants and Restrictions may be amended by the affirmative vote of 2/3 of the members present at a meeting of the Association at which a quorum of the members are present.

The Amended and Restated Declaration of Covenants and Restrictions was approved by vote of at least two-thirds of the members attending the Annual Meeting of the Association.