

The following pages are the covenants, conditions, restrictions, etc. for:

Village Park Association, Inc. in Winter Haven, FL

These documents have been provided to us by the homeowner, the Homeowner's Association (HOA), and/or we have located them in Polk County Public Records.

*This may not be all relevant documents in their entirety. In addition, these documents may be amended at any time without notice.*

This information is being provided as a courtesy. However it is your responsibility as the tenant to contact the Homeowner's Association for any additional documents, information, and/or updates that may not be included here.

RESTATED BY-LAWS OF VILLAGE PARK ASSOCIATION, INC.

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**Dated April 5th 2012**

**RESTATED BY-LAWS OF VILLAGE PARK ASSOCIATION, INC.**

**ARTICLE I**  
**NAME AND LOCATION**

The name of the corporation is VILLAGE PARK ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 428 Village Circle, S. W., Winter Haven, Florida, 33880 and regular meetings of the members and directors will be held at the Clubhouse at the same address.

**ARTICLE II**  
**DEFINITIONS**

**SECTION 1.** "Association" shall mean and refer to VILLAGE PARK ASSOCIATION, INC. its successors and assigns.

**SECTION 2.** "Properties" shall mean and refer to that certain real property described in the first paragraph of the Fourth Amendment of the Declaration of Restrictions dated Feb. 10, 1993, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**SECTION 3.** "Common Area" shall mean all real Property owned by the Association for the common use and enjoyment of the Owners.

**SECTION 4.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

**SECTION 5.** "Grantee" or "Owner" shall mean and refer to the recorded Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract seller, but excluding those having such interest merely as security for the performance of an obligation.

**SECTION 6.** "Declaration" shall mean and refer to the Declaration of Restrictions applicable to the Properties and recorded in the Public Records of Polk County, Florida.

**SECTION 7.** "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

**ARTICLE III**  
**MEETING OF MEMBERS**

**Section 1. Annual Meetings.** The annual meeting of the members shall be held in January of each year at the Clubhouse of VILLAGE PARK at a time and date specified by the Board of Directors.

**SECTION 2. Special Meetings.** Special meetings of the Members may be called at any time by the Chairperson of the Board of Directors, or by the Board of Directors, or upon written request of the Members who are entitled to vote one fourth (1/4) of all of the votes.

**SECTION 3. Notice of Membership Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by hand delivering or mailing a copy of such notice, postage prepaid, at least fourteen (14) days before such meetings to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of the notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. Notice of the membership meeting shall also be posted in the Clubhouse and printed in the 'Village Crier' if currently being published.

**SECTION 4. Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one quarter (1/4) of the total voting interest shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By—Laws. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present. Once a member is present either in person or by proxy at a meeting, he is deemed present for quorum purposes for the remainder of the meeting and for any adjournment thereof.

**SECTION 5. Proxies.** At all meeting of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary at least twenty-four (24) hours before the meeting. Every proxy shall be revocable and shall only be valid for the specific meeting to which it applies, and any adjournment thereof.

**SECTION 5A. Absentee Ballot.** At any meeting of Members, any member may vote by an absentee ballot. The ballot shall be in writing, shall identify the manner in which the member votes and shall be filed with the secretary at least twenty-four (24) hours before the meeting. The ballot will be good only for the meeting at which the issue is brought for a vote, and any adjournment thereof.

**SECTION 6. Order of Business at Annual Meeting.** The following order of business shall be followed at the annual meeting of the Members:

- A. Pledge to Flag.
- B. Roll Call — Verification of Quorum
- C. Reading of Minutes of previous meeting
- D. Report of Treasurer
- E. Report of President
- F. Report of Committees

- G. Unfinished business
- H. New business
- I. Installation of the Officers and Director
- J. Adjournment

**ARTICLE IV**  
**BOARD OF DIRECTORS, SELECTION & TERM OF OFFICE**

**SECTION 1. Number.** The affairs of this Association shall be managed by a Board of seven (7) directors consisting of the four (4) officers and three (3) additional Members at large. Only Members may serve as officers and members of the Board of Directors. At least a majority of the Board of Directors must be full time residents of the Properties.

**SECTION 2. Term of Office and Election.** The officers and the members of the Board of Directors shall be elected by the membership at a special meeting to be held in December and shall take office at the annual meeting in January. The offices of President, Vice—President, Secretary and Treasurer shall be filled by four (4) separate individuals who shall automatically become members of the Board of Directors. The individuals elected as officers shall serve for a term one year as an officer and as a member of the Board of Directors. Three (3) additional persons shall be elected to the Board of Directors as Members at Large for staggered terms of one, two and three years, respectively. A new director shall be elected each year for a three (3) year term. The same person may not simultaneously serve as an officer and as one of the three Directors at Large. The Past President is to be an Ex—officio Member of the Board of Directors, with NO voting rights but in an advisory position only.

**SECTION 3. Chairperson of the Board.** The Board of directors shall elect one person from among them to serve as the Chairperson of the Board for a term of one (1) year. The Chairperson shall be elected at the first meeting of the Board of Directors immediately following the annual meeting of the Members. The Chairperson of the Board shall preside at all meeting of the Board of Directors; shall see that orders and resolutions of the Board are carried out and shall appoint other committees as deemed appropriate in carrying out its purpose. For reasons of continuity, the Chairperson will be one of the Directors at Large. If time remaining in office permits, the Chairperson may be re—elected to serve another term as Chairperson.

**SECTION 4. Removal.** Directors may be removed from the Board of Directors by the members as provided in Chapter 720, Florida Statutes.

**SECTION 5. Compensation.** No Director shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

**ARTICLE V**  
**NOMINATION AND ELECTION OF DIRECTORS**

**SECTION 1. Nomination.** Nomination for election as a director, whether as an Officer or a Member at Large, shall be made from the Floor at the November membership meeting and at the December membership meeting at which the election will be held. Nominations from the floor are not effective if the person being nominated does not consent to serve.

**Section2. Election.** Election of the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes for any position shall be the one elected. Cumulative voting is not permitted. If there is only one candidate nominated for any particular vacancy, a voice vote from the floor may be held with respect to that vacancy and shall be valid.

**ARTICLE VI**  
**MEETING OF DIRECTORS**

**SECTION 1. Regular meetings.** Regular meetings of the Board of Directors shall be held monthly at the clubhouse on a date and hour as may be fixed by the Board.

**SECTION 2. Special meetings.** Special meetings of the Board of Directors shall be held when called by the Chairperson of the Board, or by any two Directors, after not less than three (3) days notice to each Director, except in cases of emergency.

**SETION 3. 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 the act of the entire Board.

**ARTICLE VII**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**SECTION 1. Powers.** The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations concerning association affairs and governing the use of the Common Area and the facilities and the personal conduct of the Members and their guests, and to establish penalties for the infractions thereof;

(b) Suspend the voting rights and the right to use of the recreational facilities of a Member during any period in which such Member shall be in default of the payment of any assessment levied by the Association or in violation of any provision of the governing documents or rules and regulations. Such rights may

be suspended by the Board of Directors at a duly held board meeting only after written notice to the owner providing an opportunity for a hearing;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions by these By—Laws, the Articles of Incorporation or the Declaration.

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors unless the absence is excused by the Board for extenuating circumstances; and

(e) Employ a manager, an independent contractor, professionals or such other employees as they deem necessary, and to prescribe their duties; and

(f) Require members for good cause to pay assessments or other charges by certified check or money order.

**SECTION 2. Duties.** It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting or at any special meeting when such statement is requested in writing by one—fourth (1/4) of the Members who are entitled to vote;

(b) Prepare and approve an annual budget for the Association;

(c) Supervise all officers, agents and employees of this Association to ensure that their duties are properly performed;

(d) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each assessment period;

(2) Deliver written notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and

(3) Foreclose a lien for unpaid assessment against any Property for which assessments are not paid after due date or to bring an action at law against the Owner personally obligated to pay the same;

(e) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(f) Procure and maintain adequate liability and hazard insurance on Property owned by the Association;

(g) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) Cause the Common Area to be maintained; and

(i) In its discretion and in accordance with Chapter 720, Florida Statutes, levy fines against lot owners for violations of the governing documents or rules and regulations. Such fines may become liens against the lot owner's property in accordance with Chapter 720, Florida Statutes.

**SECTION 3. Monetary Restriction.** If a contract for the purchase, lease or renting of materials or equipment, or for the provision of services, requires payment by the Association in excess of five (5) percent of the annual budget, the contract must be approved at a meeting of the members.

## **ARTICLE VIII** **OFFICERS AND THEIR DUTIES**

**SECTION 1. Enumeration of Officers.** The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer.

**SECTION 2. Resignation.** Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such Notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**SECTION 3. Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

**SECTION 4. Multiple Offices.** No person shall simultaneously hold more than one office.

**SECTION 5. Duties.** The duties of the officers are as follows:

### **PRESIDENT**

The President shall preside at meetings of the membership; shall be responsible for all social functions for the Association; shall sign leases, liens, mortgages, deeds and other written instruments and shall co—sign all paper checks with the Treasurer.

### **VICE PRESIDENT**



The Vice President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

### **SECRETARY**

The Secretary shall record the votes and keep the minutes of all meeting and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meeting of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

### **TREASURER**

The Treasurer is responsible for keeping the financial records and issuing checks for approved expenditures. All checks must be signed by the Treasurer and the President or in the President's absence, by the Vice President. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association and may sign liens with the consent of the President; keep proper' books of the accounts; cause an annual audit of the Association books to be made by a committee appointed by the Board of Directors at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. The Treasurer, with approval from the Board of Directors, may conduct online and/or electronic banking and, among other things, issue electronic checks. The treasurer shall provide a monthly report to the President of all online/electronic banking conducted during the preceding month.

## **ARTICLE IX** **COMMITTEES**

**SECTION 1. Board of Directors.** The Board of Directors shall appoint an Architectural Control Committee as provided in the Declaration. In addition, the Chairperson of the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**SECTION 2. Activity Committee.** Each year, the President shall appoint an Activity Committee for the purpose of deciding upon the disposition and use of the funds that are raised by the various activities. The members of the Activity Committee shall serve a one year term and may be reappointed in the discretion of the President. For proper filing of income taxes the monies collected are to be handled by the Treasurer and listed apart from the Association's monies with separate and carefully kept records of the disposition of the Activity Funds. Activity Funds may be spent on any item or project agreed upon by the Activity

Committee and may include, but not be limited to, projects or items to upgrade the Activities, beautification of the grounds, upgrading a facility, etc. Although the Activities Committee will never be required to do so by the Association, the Activities Committee may agree, from time to time, to spend some of their funds to assist the Association with expenses normally considered to be a Capital Improvement.

#### **ARTICLE X** **BOOKS AND RECORDS**

The books, records and papers of the Association shall, during reasonable business hours, be available to inspection by any Member either at the clubhouse or the office of the Association's attorney. The Declaration of Restrictions, the Articles of Incorporation, the By—Laws of the Association and the Rules and Regulations shall be available for inspection by any Member at the clubhouse.

#### **ARTICLE XI** **ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Property against which the assessment is made. The annual assessments shall be payable in equal monthly installments payable on the first day of each and every month. Any assessments which are not paid when due shall be delinquent. If the assessment is not timely paid, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner' personally obligated to pay the same or foreclose the lien against the Property, and interest, cost and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his/her Lot.

#### **ARTICLE XII** **CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: VILLAGE PARK ASSOCIATION, INC.

#### **ARTICLE XIII** **AMENDMENTS**

**SECTION 1.** These By—Laws may be amended, at a meeting of the Members at which a quorum is present by a vote of a majority of Members present in person or by proxy. The proposed changes shall be proposed to the Members by a majority vote of the Board of Directors.

**SECTION 2.** In case of conflict between the Articles of Incorporation and these By—Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By—Laws, the Declaration shall control.

**ARTICLE XIV**  
**MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of Incorporation.

**ARTICLE XV**  
**HOUSING FOR OLDER PERSONS**

(a) The Association and the Properties are intended to and shall be operated for the purpose of providing housing for older persons pursuant to and in compliance with federal, state and local law. The term “older persons” means persons fifty-five years of age or older.

(b) At least one person aged fifty-five years or older shall occupy each lot within the Properties.

(c) At no time shall less than eighty percent of all occupied lots within the Properties be occupied by at least one person aged fifty-five years or older.

(d) The Association, through its board of directors, shall publish and enforce rules, procedures and regulations that effectuate this Article, comply with applicable law and demonstrate the community’s intent to operate as a community for persons fifty-five years of age or older.

(e) The Association shall, at least once every two years, conduct a survey of the community to verify that the provisions of this Article are adhered to and complied with. All owners are required, upon request by the the Association, to:

(i) Provide to the Association copies of drivers’ licenses or other government issued identification for all occupants of a lot which shall include the birth date of each occupant;

(ii) Execute and deliver to the Association a certificate that at least one person aged fifty-five years or older occupies the lot; and

(iii) Provide to the Association such other certifications, information or documentation as is deemed necessary by the Association, through its board of directors, to ensure compliance with this Article.

(f) Prior to the lease, conveyance or transfer of title to or the right to

occupy any lot, the owner and the proposed new owner, occupant, lessee or transferee shall each certify in writing to the Association that the lot will be occupied by at least one person fifty-five years of age or older. No lease, conveyance or transfer of title to or the right to occupy any lot may be affected, carried out or otherwise accomplished in contravention of this Article and absent the written certifications required herein. In addition to any other available remedies, the Association shall have the authority to apply for an injunction prohibiting the lease, conveyance or transfer of title to or the right to occupy any lot if the lease, conveyance or transfer would violate this Article.

(g) If title to a lot, due to the death of an owner and via inheritance, is transferred to a person under fifty-five years of age, the new owner may occupy the lot only if doing so would not cause less than eighty percent of all occupied lots within the Properties to be occupied by at least one person aged fifty-five years or older.

(h) No person under the age of eighteen shall reside on or occupy a lot in the Properties. However, persons under the age of eighteen may visit as guests and stay with an owner overnight, but never for more than sixty days in any calendar year.

(i) As with the other provisions in this Declaration, the Association shall be entitled to enforce the provisions of this Article via proceedings at law or in equity, including without limitation via application for injunctive relief, and the prevailing party in any such proceeding shall be entitled to recover from the other party all costs and reasonable attorney fees that were incurred therein.

## **ARTICLE XVI** **STANDING RULES**

**SECTION 1. Clubhouse.** The rules for the use of the Clubhouse are as follows:

(a) The use of the Clubhouse for other than the regularly scheduled meetings and activities should be reserved well in advance, as much as possible, by contacting the Association President or any member of the Board.

(b) A deposit may be required for the private use of the Clubhouse. The deposit will be refunded if premises have been left in order. Clubhouse supplies, food, drinks and paper goods must be paid for or replaced.

(c) A sponge mop should be left in the Clubhouse for use in mopping floors after spills and coming in from the pool.

(d) The Clubhouse, Rest Rooms, Kitchen and equipment must be cleaned and left in order after use. Lights and air conditioners turned off, and the doors locked before leaving.

(e) Please report any observed misuse of this facility.

**SECTION 2. Pool.**

(a) The Pool is provided for use by the RESIDENTS OF VILLAGE PARK, AND THEIR IMMEDIATE FAMILIES and GUESTS. NO OTHER PERSONS ARE TO USE THE POOL AT ANY TIME.

(b) No private Pool parties will be permitted at any time.

(c) Consideration for other Residents using the Pool must be observed.

(d) Our Pool is really quite small for a community even as little as ours. The capacity of our Pool is rated at nineteen (19) persons. This means that only about ten percent (10%) of our total Resident population can use the Pool at the same time.

(e) In view of item (d) above, we ask that the Pool NOT be used by our Residents as the entertainment center for their guests. If your (HERE FOR THE DAY) guests is a group of friends from places of employment, social clubs, private clubs, church groups, relatives who live near by (within 75 miles) etc. you are asked that not more than a reasonable number of these guest use the Pool at any one period of time, and that you try to place a limit on their stay at the Pool. Other Residents and their guests may also want to use the Pool. We are sure that you will agree that to cause an overload on our Pool facilities with this type of guest activity is unfair to everyone.

(f) It is impossible for the Resident to monitor the conduct of their guests or family members when the Resident (Home/Lot Owner) is away from the Park working, or shopping or on a trip. Therefore, guests or family members who live within 75 miles from this Park will NOT be permitted to use the Pool unless the Host Resident is physically present in the Park, or has family members taking care of their home during the time the resident is away.

(g) The rules posted on the side of the pump house in the Pool area MUST be observed.

(h) All children under the age of 18 are to be accompanied AT THE POOL at all times and closely supervised by an adult. A Parent or the Host Resident is preferred.

(i) The Pool is primarily for the use of the Residents, and the total number of guests or children using the Pool should not be of such a great number nor for such a long period of time as will deprive other Resident from using it.

(j) There is to be NO running, screaming, rough play, jumping on chairs, diving or jumping into the Pool or sitting on the top of the pump house. Safety at

Pool side is every persons concern and responsibility.

(k) Suntan oil is NOT to be used if going into the Pool. Oil clogs the Pool pumps and does a great deal of damage to the filtering equipment. Oil must be washed off with soap and water before entering the Pool.

(l) NO Glassware of any kind is permitted in the Pool area.

(m) Umbrellas are to be closed when leaving the Pool area.

(n) Clean ashtray, pick up trash, lock doors and close gates when leaving the Pool area.

(o) Any Resident has the right to ask anyone using the Pool who they are and whose guests they are.

(q) No pets are allowed in the Pool area.

(r) Proper attire is required by users of the Pool and the area.

(s) There is no lifeguard or immediate medical facilities available. ALL persons will; **SWIM AT YOUR OWN RISK.**

(t) Please report any observed misuse of this facility.

### **SECTION 3. Shuffle Boards.**

(a) Equipment for the Shuffle Boards is kept in the Clubhouse screen room. The equipment must be properly stored after use.

(b) No walking on the surface of the Shuffle Boards except when cleaning or preparing the boards for use.

(c) No playing or using the surface of the Shuffle Boards for any purpose other than that for which they are designed.

(d) Please report any observed misuse of this facility.

### **SECTION 4. Horseshoe Pit(s).**

(a) The equipment for the Horseshoe Pit(s) is stored in the screen room of the Clubhouse. The equipment must be properly stored after use.

(b) Re-smooth the soil in the pit after you finish your game.

(d) Clean the Horseshoes before you put them away.

(e) Please report any observed misuse of this facility.

**SECTION 5. Storage Area.**

(a) Only motor homes, travel trailers, boats on trailers, storage trailers, or hauling vehicles are to be stored in the storage area. All of the above must be on wheels with axles.

(b) Any resident may store any of the above in the storage area.

(c) It is first come first serve in the storage area. If you move your item at any time you can not put anything in that space for when you return.

(d) There is no fee for storage in the storage area.

(e) Current registration is not required on the items in the storage area.

(f) Do not block the entrance. Your key to the clubhouse opens the lock to the storage area. Please keep locked for security.

**SECTION 6. Yard Sales.**

(a) Yard sales will be limited to one per year.

(b) Yard sales will be held as a community with the date of the yard sale to be set by the Board of Directors and will be held two consecutive days.

(c) Any lot owner may hold a two day consecutive yard sale with Board approval for the following conditions;

(i) Death of the property owner.

(ii) Sale of the property.

(iii) Purchase by new owners of a property.

(iv) Vacating of the property for health reasons.

**SECTION 7. Garbage & Waste.**

(a) Garbage and yard waste should be put out for pickup the night prior to the scheduled pickup only.

(b) Garbage in plastic or metal containers are allowed on the back of the carport if hidden from view from the street.

SIXTH AMENDMENTS TO DECLARATION OF RESTRICTIONS

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Dated April 5th 2012



## SIXTH AMENDMENTS TO DECLARATION OF RESTRICTIONS

The following described property located in Polk County, Florida, is known as VILLAGE PARK, a subdivision, particularly described as follows and hereinafter sometimes referred to as "the Property":

THE NORTH 800 Feet of the SW 1/4 of the SE 1/4 of SECTION 2,  
TOWNSHIP 29 South, RANGE 25 East, Polk County, Florida, LESS  
AND EXCEPT the WEST 40 feet thereof for road right-of-way.

The following Declaration of Restrictions covering the above described real Property, specifies that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon all persons purchasing or holding title to the above real Property. These restrictions during their lifetime, shall be for the benefit of, and a limitation upon, all present and future Owners of this real Property.

### ARTICLE I DEFINITIONS

1. ASSOCIATION, CORPORATION or SUBDIVISION shall mean VILLAGE PARK ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.
2. OWNER or DECLARANT designates the purchaser of or holder of title, of the LOT, LAND and IMPROVEMENTS, their grantees, heirs, executors, administrators, agents, lessees, representatives, successors or assigns.
3. PROPERTIES shall mean and refer to that certain real Property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
4. COMMON AREA shall mean all real Property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.
5. LOT shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, including improvements.

### ARTICLE II PROPERTY RIGHTS

1. Owner's easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:
  - (a) The right of the Association to charge reasonable admission and other fees for the use by Owners of any recreational facility situated upon the Common Area;
  - (b) The rights of the Association to suspend the voting rights and right to use of the recreational facilities or Common Areas by an Owner for any period during which any

assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association, through its Board of Directors, to enact rules and regulations concerning the use of the Common Areas, the Association, the use of Lots within the community and such other issues as may be deemed appropriate by the Board of Directors; and

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes as subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members has been recorded.

2. Delegation of use. Any Owner may delegate, in accordance with this Declaration or with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

### **ARTICLE III MEMBERSHIP AND VOTING RIGHTS**

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 any Lot which is subject to assessment.

2. Members must be Lot Owners and shall be entitled to one vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lots shall be exercised as they determine, but in no event shall more than one vote per Lot be cast with respect to any Lot.

### **ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS**

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the following (collectively "Assessments"):

- (a) Annual assessments or charges;
- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and
- (c) Individual Lot Assessments.

All Assessments, together with interest, late fees, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each Assessment, together with interest, late fees, costs and reasonable attorney fees, shall also be the personal obligation of the Owner. The obligations of successors in title for Assessments, including interest, late fees, costs and reasonable attorney's fees, shall be as set forth in Chapter 720, Florida Statutes.

2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area, including maintenance of roadways and drainages serving the Properties, if ever required, and the administration and enforcement of this Declaration, as amended, from time to time.

3. Increase in Assessment. From and after January 1, of the year immediately following the conveyance of any Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership. The increase requiring a vote shall not include increases in expenses necessitated by increased expenses to the Corporation for taxes, insurance and utilities

(a) From and after January 1, of the year immediately following the conveyance of any Lot to an Owner, the maximum annual assessments may be increased above 10% by a vote of two thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4. Special assessments for Capital Improvements. In addition to the annual assessments authorized above, the Corporation may levy, in an assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, emergency or unanticipated expenses and the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for any Action Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(a) or 4 shall be sent to all members not less than 30 days not more than 60 days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. Uniform rate of Assessment. Both annual and specific assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

7. Date commencement of Annual Assessments: Due Dates: The Annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of any Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against Lots at least thirty (30) days in advance of each annual assessment period. Written notice of annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Corporation setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments: Remedies of the Association: Any Assessment not timely paid shall bear interest from the due date at the rate of 18% per annum and be subject to a late fee as determined by the Board of Directors. The Association

may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The Board of Directors at their discretion may extend the deadline to pay Assessments beyond the original deadline for extenuating circumstances.

9. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the real property lien of such Assessments as to Assessments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof or from the prior and current owner's of their personal obligation to pay past due Assessments, including interest, late fees, costs and attorney's fees.

10. Individual Lot Assessments. The Association may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charges or fines designated in this Declaration as an Individual Lot Assessment. An Individual Lot Assessment may be levied on account of any legal expenses and costs incurred by the Association in enforcing this Declaration.

#### **ARTICLE V** **ARCHITECTURAL CONTROL**

No building, fence, wall or other structure or improvement of any kind shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location on relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with. Notwithstanding anything to the contrary contained herein, no structural change on any existing improvement shall be permitted which would result in an encroachment into the adjacent airspace of any Lot.

#### **ARTICLE VI** **GENERAL PROVISIONS**

1. Enforcement. The Association, or any Owner, shall have the right to enforce, by proceeding, at law or in equity, all restrictions, conditions, covenants, 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. In the event the Association brings an action against an Owner to enforce any provision of this Declaration, and prevails, it

shall be entitled to recover its costs and a reasonable attorney's fee incurred to it for the services of its attorney incurred incidental to the bringing of that action.

2. Severability. Invalidation of any one the these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

3. Amendments. The covenant and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration of Restrictions may be modified, amended or added to, or a portion repealed, at anytime by the Corporation. Additionally, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be recorded.

4. Fines. The Board of Directors may, among other things and as provided by law, impose as an Individual Lot Assessment a fine for each day that a violation of this Declaration remains uncured. No fine may be imposed without fourteen (14) days notice to the person sought to be fined and an opportunity for a hearing as provided by law. The Board may adopt reasonable rules and regulations relating to the procedure for imposing fines. No fine for any single violation of this Declaration shall exceed \$1,500.00.

## ARTICLE VII RESTRICTIONS

The following restrictions shall apply to VILLAGE PARK:

1. Household pets hereinafter defined as dogs and cats, birds and fish. Pets are to be limited to not more than a total of two with a weight limit of not more than 30 pounds each. Birds and fish are to be excluded from the weight and total limit. When pets are outside the home site, they must be on a leash or other restraint. No pets are permitted in the recreation areas or buildings or upon any pool, beach or shuffleboard areas. Owners are responsible for the pick-up and disposal of pet waste on streets, Common Areas or neighbors' home sites. Breeding or the housing of domestic animals or fowl for commercial purposes is prohibited. Permission to keep a pet may be revoked by the Association if complaints are received by the Association in respect to barking, odor or other unacceptable behavior on the part of the pet and such actions are not corrected upon notification to the pet owner. Owners shall be liable and shall defend, indemnify and hold the Association harmless for all personal injury or Property damage caused by their pets. Owners shall, in addition, comply with all provisions of any municipal code and the laws of the State of Florida with respect to dogs and other pets.

2. An Owner shall not use or permit the use of his dwelling for any purposes other than as a single family residence and maintain his dwelling in a clean and sanitary manner.

3. An Owner shall not permit or allow anything to be done or kept in his dwelling which will increase the insurance rates on his dwelling, or which will obstruct the rights or interfere with the rights or other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his dwelling.

4. Every Owner shall conform to and abide by the By-laws and uniform rules and regulations in regard to the use of the dwelling and VILLAGE PARK ASSOCIATION, INC., which may be adopted in writing from time to time by the Board of Directors of the Association and to see that all persons using the Owner's Property, by, through or under him, do likewise.

5. An Owner shall not show any signs, advertisements or notices of any type of his dwelling except one (1) "FOR SALE" sign not to exceed 25" x 19", and there shall not be any "FOR SALE" signs in any form or size placed inside or outside the windows of the dwelling or attached to the curtains or venetian blinds or any other part of the dwelling inside or outside, except as provided for above.

6. Parking shall be limited to passenger automobiles, pick-up trucks, vans, station wagons, motorcycles, mo-peds, riding lawnmowers, golf carts and bicycles. None of the above, including trucks, trailers, boats, campers, old automobiles, dune buggies, motor homes, or similar vehicles shall be stored on any of the streets or lawns. Boats, motor homes and trailers may only be stored on such Lots having carports, and must be in those carports. Passenger type vehicles may also be parked in the driveway of the dwellings. No motor vehicles shall be disassembled, assembled or component parts removed on the Property.

7. An Owner shall not allow or permit to display laundry or clothing on the porches of the dwelling or anywhere within the said dwelling which would be visible from the street. Clothes line may be of the umbrella type used in the back of the dwellings, or a type approved of by the Association.

8. The Association shall provide maintenance for the trees, shrubs, grass and walks located within the Common Area. Each Owner shall, at all times, keep and maintain his building improvements, yard, landscaping and parcel in good condition and repair and in a neat and attractive condition.

(a) In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guest or invites of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

(b) In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Board of Directors, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. The above is subject to the laws of the State of Florida.

9. Any exterior lighting installed on any dwelling shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent dwellings.

10. No fences or other structures shall be erected without the written approval of the Association. Notwithstanding, anything to the contrary contained herein, only four foot (4') high chain link fences shall be permitted in the rear and side yards of a Lot; provided, however, that the Association may, at its sole discretion, erect a fence six feet (6') high, around the perimeter of the Property and that fence may constitute a portion of the rear yard fencing for some Lots within the Properties. No fences shall be allowed on the front yard of a Lot.

11. RENTAL OR LEASE:

(a) A Property shall not be leased or rented to families having children under eighteen (18) years of age.

(b) All Lots shall be occupied by at least one member of the household who is 55 years old, or older.

12. Only those items permitted to be stored by Article VII, Paragraph 6, shall be stored in the carport located on each Lot. The parking of commercial vehicles is prohibited.

13. No boats shall be kept or used in the lake located on the Properties, except incidental to the Associations maintenance of the lake, its beaches and Common Area.

14. No boats or other motorcraft may be permanently moored or stored on any of the Common Areas other than in the RV and utility parking area.

15. All skirting for the dwelling shall be constructed of split brick as established by the Association, and as approved of by the Architectural committee.

16. All roofs of the dwelling shall be of shingle construction. However aluminum roofing may be used for permitted screen enclosures, carports and storage sheds. Exceptions to this rule may be made by a vote of the majority of the board.

17. All exterior television and radio antennas shall be of a type approved by the board of directors

18. An Owner's shall cause only a mobile or modular home to be placed, or constructed, on that Owner's Lot, with all sewage, water and utility hookups.

19. Each home must be a double or triple wide unit. No Lot shall be improved or its appearance altered except as provided for in Article V. It is the responsibility of the Lot Owner to obtain any building or other permits required by the County Building Department and any other applicable Government Agency prior to commencing construction on any approved of alterations. Not more than one mobile home or modular home shall be placed on any Lot and it shall be used as a residential dwelling only, No "Stick Built" homes or buildings shall be permitted to be constructed on the Lot.

20. No alternation to, or changes in the exterior appearance of, the mobile home of any Lot Owner, including but not limited to, the addition of rooms, porches, window air

conditioning units, cabanas or enclosures, shall be permitted except with the prior approval as required under Article V.

21. No Owner may irrigate or water a Lot using water from the lake located on the Properties.

22. All items stored outside the mobile homes are to be stored underneath the home and hidden from view by skirting, or placed in the utility shed. The storage of boxes, bottles, cans, miscellaneous equipment or trash is not permitted around the mobile home or on the Lot.

23. Motorcycles, and mo-peds shall be operated only for transportation. When operated within the Park they must be used in a manner that does not disturb residents. Dirt bikes are not permitted within the Park.

24. Owners are responsible for informing their guest of rules and regulations and are solely responsible for the conduct of their guest. No children are permitted in any recreational area, swimming pool, Common Area or other facility within the Subdivision unless accompanied by the Owner or a responsible adult.

25. Garbage and trash must be stored in metal or solid plastic containers, with lids, and said containers must be stored out of sight except when placed by the street for pickup. Street pickup of garbage and trash in approved plastic bags shall be permitted. Owners shall be advised by the Association as to time and procedure of trash pickup schedules.

26. HOUSING FOR OLDER PERSONS.

(a) The Association is intended to and shall be operated for the purpose of providing housing for older persons pursuant to and in compliance with federal, state and local law. The term "older persons" means persons fifty-five years of age or older.

(b) At least one person aged fifty-five years or older shall occupy each Lot within the Properties.

(c) At no time shall less than eighty percent of all occupied Lots within the Properties be occupied by at least one person aged fifty-five years or older.

(d) The Association, through its board of directors, shall publish and enforce rules, procedures and regulations that effectuate this Article, comply with applicable law and demonstrate the Association's intent to operate as a community for persons fifty-five years of age or older.

(e) The Association shall, at least once every two years, conduct a survey of the community to verify that the provisions of this Article are adhered to and complied with. All owners are required, upon request by the Association, to:

(i) Provide to the Association copies of drivers' licenses or other government issued identification for all occupants of a Lot which shall include the birth date of each occupant;

(ii) Execute and deliver to the Association a certificate that at least one person aged fifty-five years or older occupies the Lot; and

(iii) Provide to the Association such other certifications, information or documentation as is deemed necessary by the Association, through its board of directors, to ensure compliance with this Article.



(f) Prior to the lease, conveyance or transfer of title to or the right to occupy any Lot, the owner and the proposed new owner, occupant, lessee or transferee shall each certify in writing to the Association that the Lot will be occupied by at least one person fifty-five years of age or older. No lease, conveyance or transfer of title to or the right to occupy any Lot may be affected, carried out or otherwise accomplished in contravention of this Article and absent the written certifications required herein. In addition to any other available remedies, the Association shall have the authority to apply for an injunction prohibiting the lease, conveyance or transfer of title to or the right to occupy any Lot if the lease, conveyance or transfer would violate this Article.

(g) If title to a Lot, due to the death of an owner and via inheritance, is transferred to a person under fifty-five years of age, the new owner may occupy the Lot only if doing so would not cause less than eighty percent off all occupied lots within the Association to be occupied by at least one person aged fifty-five years or older.

(h) No person under the age of eighteen shall reside on or occupy a Lot in the Properties. However, persons under the age of eighteen may visit as guests and stay with an owner overnight, but never for more than sixty days in any calendar year.

(i) As with the other provisions in this Declaration, the Association shall be entitled to enforce the provisions of this Article via proceedings at law or in equity, including without limitation via application for injunctive relief, and the prevailing party in any such proceeding shall be entitled to recover from the other party all costs and reasonable attorney fees that were incurred therein.

27. Rules posted at the swimming pool and other Common or recreational areas must be observed at all times and will be strictly enforced. The recreation facilities are provided for use by Owner's as members and their guest on "Use at your own risk", bases. Use of the facilities is subject to restrictions and revocation, or either of them, and the Association reserves the right to revoke the privilege to use such facilities to any Owner or his family who abuses or misuses the facilities or who violates posted rules. Suntan oil must be showered off before entering the pool.

28. Radios, televisions, record/tape players, musical instruments, or the like, shall be played softly at all times and in a manner that does not unreasonably disturb another Owner. Loud parties, meetings or other congregations are not permitted in the Subdivision. Between the hours of 10:00 P.M. and 8:00 A.M., is designated as quiet time. The loud operation of the above and lawn maintenance equipment is not permitted. Yelling, screaming or the use of profanity outside or inside the mobile home, if audible outside the home, is not permitted.

29. Peddling and soliciting are not allowed in the Subdivision without prior written consent of the Association.

30. Legitimate complaints concerning infractions of these rules should be reported to the Board of Directors in writing, and signed by the complaining party. No telephone calls or verbal complaints will be considered.

#### **ARTICLE VIII** **STORAGE AREA**

Notwithstanding anything herein to the contrary, Lot 60 may be designated and used for parking and storage of Recreational Vehicles (RV's), boats and boat trailers, trailers,

campers, motor homes and lawn maintenance equipment owned by an Owner. Lot 60 may be fenced or otherwise enclosed to provide security for the items stored. This provision shall control any portion of the Declaration of Restrictions which is in conflict herewith. The restrictions set forth in Article VII of the Declaration of Restrictions shall not apply to Lot 60 so long as it is used for parking and storage as specified above.