

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR “OVERLOOK ESTATES PROPERTY OWNERS ASSOCIATION”**

**ARTICLE I. DEFINITIONS**

**SECTION 1.** “Association” shall mean and refer to OVERLOOK ESTATES 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 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 by the Association at the time of conveyance of the first lot may be described as the entrance wall and subdivision sign and attendant landscaping; the perimeter or privacy wall with attendant landscaping located along Wakulla Drive, S.E., Winter Haven, Florida; and all roadways located within the subdivision.

**SECTION 3.** “Declarant” shall mean EDWARD O. VARNER or his successor or successors in interest.

**SECTION 4.** “Lot” shall mean the numbered plots of land shown on the subdivision plat of OVERLOOK ESTATES PHASE ONE, referred the above with the exception of those portions of said plat which have been conveyed to the Association for common area use.

**SECTION 5.** “Maintenance” shall mean the exercise of reasonable care to keep the subdivision roadways, entrance wall and sign and the perimeter privacy wall along Wakulla Drive, S.E., together with attendant landscaping and irrigation in a condition comparable to their original condition, normal wear and tear accepted. 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.

**SECTION 6.** “Member” shall mean every person or entity who holds membership in the Association.

**SECTION 7.** “Mortgage” shall mean the conventional mortgage or deed of trust.

**SECTION 8.** “Mortgagee” shall mean the holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

**SECTION 9.** “Owner” shall mean the record owner, whether one or more persons or entities of fee simple title to any lot which is 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 10.** “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 provided.

## 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 two classes of voting members as follows:

CLASS A: Class A members shall be all owners with the exception of Declarant, 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 by Class A members.

CLASS B: The Class B member shall be Declarant, who shall be entitled to exercise four (4) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership upon the first of the following to occur: (I) the total votes outstanding in the Class A membership becomes equal to the votes outstanding in the Class B membership; (II) on or before the 1<sup>st</sup> day of January, 1989; or (III) when Declarant voluntarily agrees to convert his Class B membership to Class A membership.

## ARTICLE III. ASSESSMENTS

SECTION 1. “Lien and personal obligation of assessments.”

Declarant 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, costs and reasonable attorneys’ fees 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, costs and reasonable attorneys’ fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment became due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

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, replacements 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 Wakulla Drive, S.E., and all roadways located within the subdivision.

- 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. Workman'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 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 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 this Declaration or by law, or which shall be necessary or proper in the opinion 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. "Maximum Annual Assessment".

Annual assessments for the Association shall be levied as follows:

- A. Until January 1, of the year immediately following the conveyance of the first lot by Declarant to an owner, the maximum annual assessment shall be \$100.00.
- B. From and after January 1 of the year immediately following the conveyance of the first lot by Declarant to an owner, the maximum annual assessment shall be fixed by the Board of Directors of the Association.

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 located in or on the Common Areas, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

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 nor more than sixty days in advance of such meeting. In the event the proposed action is favored by a majority of votes cast at such meeting, but less than the requisite majority of each class of members, members who are not present in person or by proxy may give their assent in writing within seven 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 annual assessments provided for herein shall commence as to a lot immediately following the conveyance of said lot by Declarant 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 each lot at least thirty days in advance of the due date thereof and shall fix the date such amounts become due. Assessments may be made payable monthly. Notice of the annual assessment shall be sent to every owner subject thereto. The association shall be on demand and for reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether 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 days after the due date shall be deemed in default and shall bear interest from the due date at the rate of 18 per cent (18% per annum). 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 attorneys' fees incurred in connection with said actions on both the trial and appellate court levels. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse 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 a mortgage foreclosure 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 a 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 easements 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 of 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/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 of Dedication". 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 Associates membership. No such dedication or transfer shall be effective unless an instrument executed by two-thirds of each Class of membership agreeing to such dedication or transfer has been duly recorded.

## ARTICLE V. ARCHITECTURAL CONTROL

SECTION 1. "Creation of Architectural Committee". As long as Declarant retains his Class B voting membership in the Association, Declarant or his designated representative shall exercise and carry out the functions of the architectural committee as hereinafter defined. At such time as Declarant's Class B voting stock is converted to Class A voting stock in the Association the Board of Directors of the Association shall appoint a committee to be known as the Architectural Committee to exercise and carry out the functions of said committee as hereinafter defined. The Architectural Committee shall consist of three or more members of the Association who shall serve at the pleasure of the 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: (1) be harmonious in external design with other finished residences in the subdivision; (2) benefit and enhance the entire subdivision in a manner generally consistent with the plan of development of the entire subdivision; and (3) 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 30 days after receipt of a 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. No lot may be further subdivided for any purpose.

SECTION 2. No business of any kind shall be conducted in any residence with the exception of the business of Declarant and the transferees of Declarant in developing all of the lots as provided in Section 11, below.

SECTION 3. No noxious or offensive activity or public or private nuisance shall be conducted or allowed to exist in or on any lot with the exception of the business of Declarant, and the transferees of Declarant in developing all of the lots as provided in Section 11, below.

SECTION 4. No sign of any kind shall be displayed to public view on a lot or the Common Areas 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 or rent.

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, 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 of wood construction, either of which must be constructed on the rear 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. Residences 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 either stucco or brick.
- B. All residences must contain a minimum of 1800 square feet of living area, exclusive of garages, patios, porches, breezeways and the like.
- C. Each residence must contain an enclosed two car garage as part of the primary residential structure.
- D. Finished roofing materials used on any residence shall have a “guaranteed” life of at least 25 years.
- E. All residential yards shall be neatly landscaped and/or sodded with grass, 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 reenforced concrete or brick and shall extend from the platted street, in front of the residence to the front of the enclosed garage.
- G. Construction of all residences shall be completed within one (1) year after construction commences.

SECTION 11. Declarant or the transferees of Declarant shall undertake the work of developing all lots included within the Subdivision. The completion of the work and the sale or other disposition of the lots are essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work be completed and the Subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

- A. Prevent Declarant, Declarant’s transferees, or the employees, contractors, or subcontractors of Declarant or Declarant’s transferees from doing on any part or parts of the subdivision owned or controlled by Declarant, Declarant’s transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;
- B. Prevent Declarant, Declarant’s transferees, or the employees, contractors, or subcontractors of Declarant or Declarant’s transferees from constructing and maintaining on any part or parts of the Subdivision property owned or controlled by Declarant, Declarant’s transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of lots by sale or otherwise;



- C. Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the Subdivision as a residential community, and of disposing of lots by sale or otherwise; or
- D. Prevent Declarant, Declarant's transferees, or the employees, contractors or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale or other disposition of Subdivision lots.

As used in this Section 11, the words "its transferees" specifically excludes purchasers of lots improved with completed residences.

SECTION 12. No sheds, or other out-buildings 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 13. No automobiles, 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 (except on a temporary basis). 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 viewed or seen from the street located in front of the residence, and provided further, that same must have a current year's license tag.

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 improvement on a subdivision lot, neither the lot owner nor any of the owner's agents, employees or designated representatives 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 in the particular improvement being constructed.

SECTION 17. All T.V., radio and other outside 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 antenna 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 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 90 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.

SECTION 21. As natural gas lines are available to all lot owners, in the interest of conserving energy, all residential structures constructed on Lots 4 through 8, inclusive, 34 through 38, inclusive, and 42 through 49, inclusive, in the subdivision must contain a minimum of two (2) appliances which are fueled by natural gas, one of which must be a gas fueled hot water heater.

## ARTICLE VIII. GENERAL PROVISIONS

SECTION 1. "Enforcement". Declarant, the Association or any owner shall have the right to enforce, by any proceeding 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 Declarant, 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 judgement 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 at any time solely by Declarant up until such time as Declarant's Class B membership in the Association is converted to Class A membership. Thereafter, these restrictions may be amended by duly recording an instrument 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 the Declaration shall run with and bind the land, and shall inure 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 owners of at least  $\frac{3}{4}$  of the Subdivision lots.

**AMENDMENT TO BY-LAWS OF  
OVERLOOK ESTATES HOME OWNERS ASSOCIATION, INC.**

**FINES**

In addition to all other remedies, in the sole discretion of the Board of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation, contained herein or promulgated pursuant to these Declarations provided the following procedures are adhered to:

- (a) Notice. The Association shall notify the proposed date on which such fine(s) shall become final, which date shall not be earlier than the next regularly scheduled Board meeting. Included in the notice shall be the date and time of the next Board meeting.
- (b) Hearing. The alleged offender must receive at least fourteen days notice of any hearing on the proposed fine and at least three members of the Board must be present. The Owner may attend the hearing and present his case. A written decision of the Board shall be submitted to the Owner not later than three (3) days after the date of the Board meeting. Failure of the Owner to contest any proposed fine(s) in accordance with these procedures shall constitute a waiver of his/her rights to further contest such proposed fine(s).
- (c) Fines. The Board may impose fines against any Lot as follows:
  - (i) First noncompliance or violation: a fine not in excess of Fifty (\$50.00) Dollars.
  - (ii) Second noncompliance or violation: a fine not in excess of One Hundred (\$100.00) Dollars.
  - (iii) Third and subsequent noncompliance or violation, or violations that are of a continuing nature: a fine not in excess of One Hundred (\$100.00) Dollars for each week of continued violation or noncompliance.
  - (iv) Fines shall be construed in accordance with the laws of the state of Florida.
- (d) Payment of Fines. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the fines.
- (e) Collection of Fines. Fines shall be treated as an Assessment otherwise due to the Association, and as such will be a lien against the Owner's Lot.
- (f) Application of Fines. All monies received from fines shall be allocated as directed by the Board.
- (g) Nonexclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

NOTARY:

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_  
A.D. 1999.

Notary Public, State of Florida, my  
commission expires: \_\_\_\_\_

**CORPORATE RESOLUTION OF  
OVERLOOK ESTATES HOME OWNERS ASSOCIATION, INC.**

A special meeting of the Directors of the Association was held on June 19, 1999. An Amendment to the Declaration of Covenants, Conditions and Restrictions for Overlook Estates was presented to the Board for approval. The Amendment was approved in writing by more than seventy-five percent of the owners in interest of all lots located in Overlook Estates and is intended to amend the original Declaration of Covenants, Conditions and Restrictions for Overlook Estates Phase One which is recorded in Official Records Book 2379, Pages 1942 through 1952, and Restrictive Covenants and Conditions and Restrictions for Overlook Estates Phase Two which is recorded in Official Records Book recorded in Official Records Book 2498, Pages 1003 through 1018, and Restrictive Covenants and Conditions and Restrictions for Overlook Estates Phase Three recorded in Official Records Book 2549, Pages 0661 through 0675 Public Records of Polk County, Florida.

Upon Motion it was unanimously resolved that the amendment to the Declaration of Covenants, Conditions and Restrictions of the Association attached hereto and made a part hereof by reference as approved and shall be binding upon all lots located within Overlook Estates. The plat of said subdivision of Phase One of Overlook Estates being recorded in Plat Book 79, Page 30, Official Records of Polk County, Florida and the plat of said subdivision of Phase Two of Overlook Estates being recorded in Plat Book 82, Page 44, Official Records of Polk County, Florida and the plat of said subdivision of Phase Three of Overlook Estates being recorded in Plat Book 83, Page 50, Official Records of Polk County, Florida and shall be binding upon all owners of any lots located with in said subdivision.

Dated: November 29, 1999.

OVERLOOK ESTATES HOME OWNERS ASSOCIATION, INC.

By:   
KEN DAUGHERTY, President

STATE OF FLORIDA  
COUNTY OF POLK

BEFORE ME the undersigned Notary Public, personally appeared KEN DAUGHERTY, to me known and personally known to me to be the individual who executed the foregoing Corporate Resolution of Overlook Estates Home Owners Association, Inc., and he executed this Corporate Resolution for the uses and purposes therein expressed.

WITNESS my hand and seal, this 29<sup>th</sup> day of November, 1999.



  
NOTARY PUBLIC

RETURN BY WINTER HAVEN  
BRANCH COURIER TO  
STEPHEN F. BAKER OFFICE BOX