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STACY M. BUTTERFIELD,
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Prepared by:

Winter Ridge Condominium Homeowners Association, Inc.
90 Winter Ridge Rd.
Winter Haven, FL 33881

Return to:

Jennifer L. Davis
ARIAS BOSINGER, PLLC
280 W. Canton Ave., Ste. 330
Winter Park, FL 32789

-----the space above this line is reserved for recording purposes-----

**NOTICE OF RECORDING OF
WINTER RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of Winter Ridge Condominium Homeowners Association, Inc., a Florida not-for-profit corporation (hereinafter the "Association"), pursuant to Florida Statutes and the Declaration of Condominium, recorded in Official Records Book 3047, Page 2235, *et seq.*, of the Public Records of Polk County, Florida, as may be amended and/or restated from time to time, hereby gives notice of recording in the Public Records of Polk County, Florida, the Winter Ridge Condominium Homeowners Association, Inc. Rules and Regulations ("Rules and Regulations"), a copy of which is attached hereto and by reference made a part hereof. Said Rules and Regulations were approved by the Board of Directors of the Association on the 15 day of March, 2022.

The Rules and Regulations are hereby being recorded to provide record title notice of the validity, binding nature, and enforceability of the Rules and Regulations, to ensure that record title notice of the provisions therein, which may be amended from time to time, will exist, and so that the context of changes which may be implemented will be self-evident in the public records.

The Association is a not-for-profit corporation created pursuant to Chapter 617, Florida Statutes and a condominium association subject to Chapter 718, Florida Statutes. All terms and conditions of the Declaration and Rules and Regulations, as incorporated herein, shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 27 day of April, 2022.

Signed, sealed and delivered
in the presence of:

[Signature]
(Sign - Witness 1)
Lori Sutherland
(Print - Witness 1)

[Signature]
(Sign - Witness 2)
Jessi Quinn
(Print - Witness 2)

[Signature]
(Sign - Witness 1)
Lori Sutherland
(Print - Witness 1)

[Signature]
(Sign - Witness 2)
Jessi Quinn
(Print - Witness 2)

WINTER RIDGE CONDOMINIUM
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
(Sign)
Minton O'Sullivan
(Print)

President, Winter Ridge Condominium
Homeowners Association, Inc.

Attest: [Signature]
(Sign)
Larry Karlin
(Print)

Secretary, Winter Ridge Condominium
Homeowners Association, Inc.

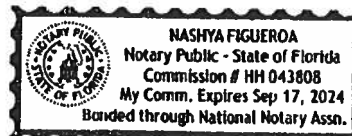
STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me, by means of physical presence
or online notarization, this 27 day of April, 2022, by
Minton O'Sullivan, as President, and _____, as Secretary,
of WINTER RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., a Florida not
for profit corporation, on behalf of the corporation, who are personally known to me or who
have produced _____ as identification.

NOTARY PUBLIC

[Signature] (Sign)
Nashya Figueroa (Print)

State of Florida, At Large
My Commission Expires: 9/17/2024.



WINTER RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC. RULES AND REGULATIONS

The following Rules and Regulations for Winter Ridge Condominium Homeowners Association, Inc. have been adopted at a duly noticed meeting, per Chapter 718, Florida Statutes, and the procedure set forth therein, and the Declaration of Condominium by the Winter Ridge Condominium Homeowners Association, Inc. ("Association"), Board of Directors effective with Board of Director approval March 15, 2022. To be mailed out and implemented on April 1, 2022.

Every Unit Owner within the Winter Ridge Condominium Homeowners Association, Inc., their tenants, guest and invitees, are governed by and must comply with all of the following Rules and Regulations which apply to the Association's Common Elements as well as privately owned Units, as well as Parking Rules in addition to the deed restrictions contained in the Association's Declaration of Condominium.

ARTICLE I. POOL AND FACILITY USE RULES

1. No lifeguard is on duty at the pool; swim at your own risk. Pool is open from dawn to dusk.
2. Inexperienced and non-proficient swimmers, which may include children or adults, must be accompanied by a proficient swimmer at all times when in the pool or pool area.
3. Clubhouse is open from dawn to dusk with the exception of community events.
4. No running on pool decks, NO DIVING or JUMPING into the pool; no profanity.
5. Smoking at the pool is allowed only in the designated areas.
6. Proper attire is required to swim in the pool; i.e., bathing suit which modestly covers and protects swimmer. A solid white t-shirt may also be worn in addition to proper swim attire in the pool. Traditional street clothing, such as jeans, or undergarments may not be worn in the pool. All persons lacking bladder or excretory control must wear swim diapers or protective garments. This rule applies to both children and adults.
7. No pets allowed on pool deck. Playing ball on the pool deck or in the pool is not permitted. Skateboards, scooters, bikes, hover boards, etc. are not permitted on the pool deck.
8. No food, glass containers of any kind, or alcoholic beverages are permitted on pool deck.
9. Keyfobs are required to access the pool complex, Unit owner is responsible for Keyfobs and when a tenant lease is not renewed and the Keyfob is not returned the new tenant will be required to pay \$25.00 for a replacement Keyfob. Residents are not to open the gates for anyone else. Residents who are observed opening the gates for other people, could lose pool/clubhouse access rights for 30 days. No more than the approved residents plus four (4) guests per Unit are permitted at the same time at the pool. Remember we/you are on camera during pool visits via video security. Keyfobs may be obtained through the Association's property management office.
10. No wet bathing suits or wet clothing allowed in the clubhouse at any time.
11. Unit owner or approved tenant who has been issued a keyfob or amenities pass must be present with all guests when guests are using the amenities: i.e. swimming pool and clubhouse, unless a guest pass is obtained in advance through the condo office. The guest pass fee is \$25.00 which will be refunded when pass is returned to the Condo Office.

ARTICLE II. ASSOCIATION COMMON ELEMENTS

1. Noise Regulations
 - a. When entering the community, lower music in your car.
 - b. At no time no one shall play or be permitted to operate a stereo, television, radio, or musical instrument in such a manner as to unreasonably disturb any other occupants.
2. The speed limit in the community is 15 MPH.
3. All traffic signs must be followed.
4. There is no loitering or solicitation allowed on the common elements.
5. Owners, tenants and guests will not be allowed to use the amenities if the quarterly fees are not current on their unit. 90 days is considered delinquent.
6. Play equipment, sporting equipment, bikes, skateboards, garbage or recycling bins etc. shall not be left or kept in yards, or on the common elements, or otherwise outside of a unit. Fire pits and chimeneas are not permitted. Grills may be stored upon a patio only when covered and not in use. Grills that are in use must be a minimum of 10' from any structure.
7. Any owner requesting a rental assignment of a boat slip shall submit a copy of the boat's registration, proof of insurance, description, make, year, and color of the boat to Board of Directors. Boats are not allowed to dock on shore. The Association shall not be held responsible or liable for any damages incurred by using the dock. Boats shall be removed from dock slips in the event of high wind/rough water, tropical storm and/or hurricane forecast. Owners will be responsible for damages caused to any dock and Association property if their boat is not properly removed and secured.
8. Clubhouse may be reserved for private parties for up to 50 people. A \$50.00 refundable security deposit will be required at the time of reservation. The use of the pool is not included in the rental of the clubhouse and may not be used by anyone in the party,
9. Common elements shall not be obstructed, littered, defaced in any manner, and shall be kept free from any rubbish, debris, or other unsightly materials to include recycle bins.
10. Vehicular traffic is restricted to paved areas only..
11. The Shuffleboard court is restricted to shuffleboard use only. No skateboarding, bikes, or skates, hover boards etc. shall be allowed on the shuffleboard court.

ARTICLE III. UNIT/LOT USE

1. Consistent with Article XIX, Section B(6), of the Declaration of Condominium, the Association's Board of Directors shall have the authority to approve and authorize (upon receipt of an application by an Owner) the Owner to install and maintain landscaping improvements upon the surrounding adjacent Condominium Property on the exterior of the owner's unit, beyond the 3 ft yard area beyond the patio of certain Units. Modifications to landscaping may not obstruct visibility of the Unit from limited and common element. All approvals from the Board shall be in writing. The Board does not have the authority to authorize any material alterations to the common elements. Landscaping shall not exceed the approved three (3) foot area, unless authorized by the Board of Directors in writing. All landscaping

improvements and maintenance of any approved areas shall be to the satisfaction of the Board. The Board shall have the authority to require the Owner to take specific action as to the approved areas, which may include removal of all landscaping improvements. All costs and expenses of any such required action by the Board, including attorney's fees and costs, shall be the burden of the Owner. Any Landscaping is to be properly maintained by the Unit Owner and shall not be permitted to grow into the soffit of the Unit. No approval shall be given for planting of ivy or vines that attach to the blocks, stucco or trellis of the building. No Ficus, Eucalyptus, Cactus, Citrus, Oleander trees or bushes are permitted within or outside of the 3-foot area. The unit owner is responsible for maintaining such improved areas and be kept in original condition.

2. All modifications to a unit, limited common element or common element must be consistent with the other parcels and units in the Community, and unless expressly authorized by law, must be approved by the Board of Directors and in some instances ratified by a vote of the unit owners. All changes must be submitted to the Board of Directors for review PRIOR to any changes. Building Permits when required by law must be obtained by owner and properly displayed for inspection.
3. No signs are to be placed in windows of units or vehicles or on the outside of the units, except For Sale/Rent signs are permissible but shall not be larger than 2x2 and shall be placed in the living room window of the unit.
4. Some pets are permitted but are hereby restricted and limited: no more than two (2) dogs or two (2) cats or combination thereof ("four-legged" cats or dogs) for a maximum total of two (2) shall be permitted within a unit with a maximum allowed weight of 40 pounds per animal. Small, caged birds are permitted as are aquarium-type fish. All other pets must be approved by the Board of Directors. Animals must be leashed and accompanied by owner at all times when outside the Unit. All animal waste must be picked up immediately. Residents shall be held liable for any damages to common elements by their pets.
5. No window a/c units are allowed unless mounted in the back-patio enclosure.
6. Board approval for installation of storm shutters must be obtained. Storm shutters must be white, beige/almond, or aluminum mill finish and the fastening aluminum strip must be of the same color as the building when installed. Shutters and fasteners may only be installed during a threat of a hurricane and be completely removed when the threat has passed. Any approval is subject to the owner being responsible for any and all repairs necessitated or caused by the installation of such items, including damage to common elements.
7. Condominium Units including carports and porches shall be used only for residential purposes (no businesses are permitted to be operated out of or within any unit); all units and surrounds shall be kept free from any rubbish, debris, or other unsightly material. Carports shall be kept clean and in good repair. All porches and lanais shall be kept in a neat and orderly fashion. Gutters shall be kept clean, free of plants and weeds; no mold growth or mildew will be allowed. Owners are responsible for all cleaning, maintenance, and repair of carports and back porches/lanais. Lanais shall not be used for storage visible from outside; lanai window treatments must be approved by the Board of Directors. Fire pits and chimeneas are not permitted on lanais.
8. Satellite dishes are permitted but shall not extend in height above fascia at the front or rear of unit. If satellite dish is installed in front of unit it must be three (3) feet inside the frontage of the unit and within three (3) feet of the building. Wire shall access the unit by a hole drilled into the wall as close to the slab level as possible going into the front door closet. The hole must be sleeved so that the cable can be passed through it and then sealed with the appropriate foam or caulking material. It is the unit owner's responsibility to keep said hole sealed so that nothing else may penetrate the wall. In the event that the satellite dish is installed in front of the unit the homeowner shall be responsible for maintaining all landscaping around the satellite dish and for maintaining the satellite dish itself.

9. Vertical or Horizontal blinds white in color, must be the window covering. Such blinds shall be kept in good repair - no colored materials at windows visible from common elements shall be allowed.
10. No carpet shall be affixed to any walkway. No painting of any kind shall be done without express written authorization of the Board of Directors.
11. No storage or receptacles may be placed on limited common elements except the limited common elements starting with a "Y" designation, which is the lanai/patio area behind condo, and then no storage shed, or receptacle may exceed the height of the enclosed said area. All trash and garbage placed in the dumpsters must be contained in plastic bags or containers and securely tied. No furniture, oversized items, or horticulture may be placed into or around the dumpsters. Horticulture may be placed in the designated area at the northeast side of the complex. Furniture, mattresses, chairs, sofas, or other large items will be picked up every other month at the designated area. Notification of the pickup date will be posted on the bulletin boards. Dumpsters are emptied every Monday and Friday. Recycling is picked up on the date as set by the city and should be placed in the recycling bin (currently blue in color) at curbside no sooner than evening prior to pick-up or early morning designated by the city. Pick up days and times are subject to change. Recycling bins are not to be outside during any other time.
12. No work shall be allowed on any vehicles at any time; including maintenance, repairs and oil changes. Washing and cleaning of the vehicle is permitted.
13. No yard sales are permitted unless authorized by the Board of Directors.
14. Only patio furniture designated "outdoor" may be utilized outside.

ARTICLE IV. RENTAL & PURCHASE RESTRICTIONS

1. Units newly-purchased/leased by owner, tenant or occupant, once appropriate legal document (lease or deed) authorizing occupancy is provided to the Board of Directors, shall be orientated by the Association Board of Directors; a copy of the most current Rules and Regulations shall be provided to said new owners, tenants or occupants at the time of orientation. The owner or representative is responsible for providing the Association with a current lease and Association Lease Addendum for each lease, including extensions or renewals, within fourteen (14) days of previous lease expiration. Violation of this provision is subject to a \$100.00 fine per day that the violation continues, up to \$1,000.00.
2. No unit will be allowed to be rented unless all monetary obligations to the Association are current; copies of leases and Association Lease Addendum, and appropriate documents are to be provided to Association Board prior to move in.
3. If a unit is rented and the owner becomes delinquent, a letter will be sent to the owner demanding payment within 30 days. If payment is not received, the tenant will be notified to remit subsequent rental payments to the Association, as expressly provided in Section 718.116, Florida Statutes, as may be amended from time to time. Once the total outstanding monetary obligations due to the Association are satisfied, the owner will receive any remaining proceeds and the tenant will be advised to no longer remit the rents due to the Association. If the tenant fails to remit the rental payments to the Association, the Association has a right to move forward with eviction efforts.
4. All rental and purchase agreements are subject to approval following application through the Association's management company and payment of a nonrefundable \$300 fee per each applicant. All rental agreements shall be on file with the Association. No unit shall be rented for less than three (3) months. Failure to follow these rules and approval process may result in fines to the owner and eviction

of the tenant. New tenants must have a copy of their lease and have completed the orientation process to obtain an amenities keyfob.

5. All occupants over the age of 18 residing with family member(s), tenant(s) or owner(s) in a Winter Ridge Condominium HOA, Inc. unit must submit an application and background check to the Association Board of Directors if residing in the unit. 90 days is the maximum time before a guest is considered an Occupant needing verification.

ARTICLE V. FINE POLICY

1. The Association may levy a reasonable fine for failure of the owner or occupant of a unit to comply with any provision of the Declaration, the Bylaws, or Rules and Regulations of the Association. Fine will not exceed \$100 per violation per day, not to exceed \$1000 in aggregate. Owner will be given a single fourteen (14) day notice of violation and be given an opportunity for a hearing prior to a fine being levied. The hearing will be before the Compliance committee making the final determination of a fine. The Association through its Board of Directors will follow the guidelines set forth in Florida Statutes 718.303 paragraph (3) (b) before a fine will be levied.

ARTICLE VI. PARKING RULES & TOWING POLICY

1. All automobiles must be parked in designated parking spaces. There shall be no parking on any grass.
2. Double parking is prohibited.
3. Street parking is prohibited.
4. No vehicle which exceeds the length or width of the parking spaces within the Condominium Property may be parked within the Condominium Property.
5. Recreational vehicles, trailers, commercial vehicles, or inoperable vehicles – all as further defined herein - may not be parked anywhere within the Condominium Property, including within parking spaces.
 - a. For purposes of this rule, the term "recreational vehicles" shall be defined to include, but shall not be limited to, RV's, motor homes, buses, campers, truck campers, pop-up or tent campers, house trailers, mobile homes, fifth wheel campers, camper vans or vans designed primarily for camping, boats, boat trailers, jet skis, personal watercraft, marine craft, hovercraft, off-road vehicles, ATV's or any other similar vehicle or vessel which is not designed primarily for use as a passenger vehicle.
 - b. For purposes of this rule, "commercial vehicles" shall mean any vehicle that:
 - i. displays lettering or advertising identified with a business or commercial activity unless such lettering or advertising is covered to the satisfaction of the Board of Directors while on the Condominium Property and/or permission from the Board of Directors is given for parking thereof; or
 - ii. is constructed, equipped or loaded as for the apparent purpose of commercial activity, for example by containing any type of tool cage, rack, winch, or lift or is loaded with construction work material that is visible from the exterior of the vehicle such as with a ladder, cable or coil spool, tank or lumber; or
 - iii. is generally classified as having a payload capacity that exceeds 1-ton.
 - c. Exemptions.
 - i. Pick-up trucks and sport utility vehicles are not considered commercial vehicles, provided such pick-up trucks and sport utility vehicles do not fit any of the criteria contained in Rule 5(b)(i), (ii) or (iii) above.
 - ii. Marked law enforcement vehicles owned or leased by the Florida State Highway Patrol, the Florida Department of Law Enforcement, any Florida County Sheriff's Office or any Municipal

Police Department or to any marked Municipal Fire Department passenger vehicle owned or leased by any Municipal Fire Department so long as the driver of such vehicle is a resident of the Condominium and so long as such vehicle is appropriately marked as a law enforcement or fire department vehicle (i.e., with colors and wording) and is equipped with lights, sirens and other apparatuses typically found on such marked law enforcement and fire department vehicles. It is the specific intent of this provision to only permit marked law enforcement and fire department vehicles due to the health and safety benefits provided thereby and this exception is not intended to apply to any other law enforcement, fire or emergency vehicles.

- iii. This prohibition of parking of commercial vehicles shall also not apply to any vehicle which is actively being used for the repair or maintenance of the Condominium Property, including any unit, or which is being used for actively furnishing services to and/or actively involved in the pick-up or delivery of materials to or from the Condominium Property, so long as such repair or maintenance, furnishing of services, or loading or unloading does not exceed a period of four (4) hours, unless otherwise approved in advance by the Board of Directors. In no event, however, may any such vehicle be parked in such a way as to block, in whole or in part, reasonable ingress and egress over the roadways or to or from any Unit.
 - iv. The prohibition on parking of recreational vehicles shall not apply to any such recreational vehicle which is actively being loaded or unloaded in immediate preparation for or immediate return of a trip, for a period not to exceed four (4) hours. In no event, however, may any such vehicle be parked in such a way as to block, in whole or in part, reasonable ingress and egress over the roadways or to or from any Unit.
 - d. For purposes of these rules, "Inoperable vehicles" shall be defined to include any vehicle which:
 - i. is wrecked, partially wrecked or missing exterior body parts; or
 - ii. is partially dismantled or missing an engine, transmission or other major parts; or
 - iii. is incapable of being operated under its own power; or
 - iv. is being used for storage of items; or
 - v. has one or more flat tires or displays other signs that it cannot be driven; or
 - vi. is left on a jack or other artificial support; or
 - vii. is not street worthy – or otherwise capable of being legally operated on a public road in the State of Florida;
 - viii. has expired or missing license plate/tags or registration
6. Each vehicle must be parked completely within only one parking space and may not be parked in such a way as to encroach upon any adjacent parking space, even if such adjacent parking space is also assigned to such owner.
7. Each resident must park their vehicle(s) only within their two (2) assigned spaces and may not park in any other limited common element parking space without written permission of the owner of the unit to which such space is assigned provided to the Board of Directors.
8. Residents must park their vehicles within their designated limited common element parking spaces only, except only as provided herein. Only two (2) vehicles per unit are allowed to be kept upon the Condominium Property at any time, not including the temporary parking of vehicles by guests, as provided elsewhere herein and displaying a Temporary Parking Pass. Residents may park in designated community/common element "overflow parking" spaces only while actively using an amenity or if they are accommodating a guest in their designated parking space. Notwithstanding the foregoing, no vehicles may be parked within designated community/common element "overflow parking" spaces unless "Authorized" by the Board of Directors, as defined in these Parking Rules, and only for a period not to exceed five (5) consecutive days.
9. No vehicle may be parked anywhere within the Condominium Property, including designated assigned limited common element parking spaces, unless "Authorized" by the Board, as defined in these Parking Rules.

10. "Authorized" vehicles, for purposes of these Parking Rules, are those which display a Temporary Parking Pass or Parking Decal issued by the Association.
 - a. Parking Decals will be issued to residents of the Condominium only. No more than two (2) Parking Decals per unit will be issued. Parking Decals may be obtained through the Association's property management office and must be placed at driver's side upper windshield, below any window tint or anything obstructing the view of same.
 - b. Temporary Parking Passes are those issued for guests/visitors. Two (2) Temporary Parking Passes per unit will be issued at no charge and must be displayed hanging from the rearview mirror of the vehicle, with the unit number visible., Every guest/visitor at all times, must display the parking passes at all times when such vehicle(s) is parked within approved parking spaces within the Condominium Property. There will be a \$15.00 replacement fee per Temporary Parking Pass if such Temporary Parking Pass is lost, stolen or damaged. All parking rules and regulations apply to vehicles displaying Temporary Parking Passes. Owners or their guests are prohibited from sharing any Temporary Parking Pass with any other resident, tenant or owner of the Condominium.
 - c. When moving from the Condominium, all Parking Decals and Temporary Parking Passes must be returned to the Association.

11. Enforcement. Violations of any of these parking rules will subject the owner of the vehicle and the unit owner to all available enforcement remedies, including, but not limited to:
 - a. Towing. The Board of Directors intends to immediately, and without any notice to the owner of the vehicle or vessel other than such signage required under Florida law, tow any vehicle or vessel parked in violation of any of these rules, including any commercial vehicle, recreational vehicle, inoperable vehicle, and any vehicle not Authorized as provided herein. The owner of the vehicle towed will be responsible for all towing and storage fees.
 - b. Fining. fines of \$100 per violation, per day, up to \$1,000 per violation, may be levied against any unit owner, tenant and guest.
 - c. Injunctive relief, which, if pursued, will include a claim for recovery of all the Association's attorney fees and costs incurred in seeking such relief.