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The Forest at Ridgewood Homeowners Assn

318 Boxwood Dr

Davenport, FL 33837-5500

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**FILING AND RESTATING OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
THE FOREST AT RIDGEWOOD HOMEOWNERS' ASSOCIATION, INC.**

This Initial Filing and Restatement of the Conditions, Covenants, Conditions, and Restrictions (hereafter "CCR's") is made this 21st day of April 2021 by The Forest at Ridgewood Homeowners' Association, Inc., a Florida corporation, whose address is 318 Boxwood Dr, Davenport, FL 33837, hereinafter referred to as "Association".

WITNESSETH:

WHEREAS, Association is the owner of certain property located in Polk County, Florida, which is more particularly described in Exhibit "A" attached hereto.

WHEREAS, this is the initial filing, as far as known, of the CCR at the Polk County Courthouse, Bartow, Florida.

WHEREAS, these CCR's have been approved by a unanimous vote of the Board of Directors, of the Association at a Members Meeting conducted on April 21, 2021.

NOW THEREFORE, Association, with regards to the updated and restated CCR's:

[a] Submit the initial filing of the Articles to the Polk County Courthouse, Bartow, Florida, for recording. Said Articles are more particularly set forth hereinafter and declares that all of the property described in Exhibit shall be held, sold and conveyed subject to the Articles, which are for the of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof .

[b] The Association hereby states the CCR's to be as follows:

THE FOREST AT RIDGEWOOD HOMEOWNERS ASSOCIATION

RULES IN EFFECT

Rules for The Forest at Ridgewood Homeowners Association

The rules in these articles are adopted by The Board of Directors of The Forest at Ridgewood Homeowners Association (The Forest HOA) to clarify and make more enforceable conditions, covenants, restrictions, and rules that are contained in a variety of Association documents for The Forest HOA and The Ridgewood Lakes Master Association, to attend to omissions that may have occurred in those documents and to assure that our neighborhood remains safe, appealing, and attractive to all.

1. Trash, Trash Cans & Yard Refuse

a. All trash must be put inside of the grey colored trash bin; no trash bags can be set outside of, or around the bin. Bins should be placed at the street for collection no earlier than 2:00 p.m. on the day prior to collection, and trash cans shall be removed and stored out of sight of any street no later than 9:00 p.m. on the day of collection. At the time of this writing, the scheduled trash pickup day is Tuesday, except Holidays*. Items to be recycled are picked up on Monday and are to be placed in the brown bin with a yellow lid.

*For Holidays, if the regular pick up falls on a Holiday, then pick up usually occur the next business day following the Holiday.

Note: Property owners that have a management company maintaining their property, need to understand that the property owner will be held accountable for any rule violations, not the management company, so they should make sure that they are aware of our regulations.

b. Yard debris must be placed in a neat pile for collection as required by the waste collection services. Debris must be placed in such a manner that it will not become scattered. Yard debris that is piled without using containers or bags may be placed at curb side up to three (3) days prior to collection. Any yard debris that is placed in bags or containers may not be placed at curbside before 2:00 p.m. of the day prior to collection. At the time of this writing, yard debris is picked up Monday mornings except Holidays.

c. When not placed at curbside for collection, trash and recycle bins must be stored out of sight in a garage, fenced enclosure, behind camouflaging shrubbery or plants, or in some other location where they are not visible from any street.

d. A violation for this section carries a zero (0) tolerance and the special assessment shall be \$50.00 per occurrence.

2. Exterior Restrictions and Maintenance

a. House exteriors should be cleaned or repainted when necessary, to present a neat and well-groomed appearance. Mold, mildew, and insect nests or webs should be removed when visible from the street.

- b. Fences, driveways, and walkways must be kept clean and in good repair. Mold, mildew, or other marks and discolorations that are visible from the street must be removed or repainted, as necessary.
- c. Fencing must be constructed of vinyl or wood, and ARB approval is required before installation.
- d. Fences are strictly prohibited from any lot that faces either the Golf Course or waterfront.
- e. Mailboxes must be installed so that the lower surface of the box is 45 inches above the roadway surface, and the front of the mailbox is 7 inches back from the edge of the roadway as per USPS requirements.
- f. There are two styles of mailboxes permitted. Consult the HOA office for further details. Mailboxes must be kept in good working condition and appearance. They should be repainted as needed in a flat or satin black color.
- f. A violation of this section allows for a thirty (30) day grace period for correcting the problem after the HOA has a record that a Notice of Violation was made to the Lot Owner.

3. Landscape Maintenance

- a. Grass must be mowed and edged on a regular basis to present a neat and well-groomed appearance. Dead or diseased patches must be corrected. Weedy areas in grass must also be corrected. Only one variety of grass shall be maintained in the sodded area; any additional varieties shall be regarded as weeds, the only exception to this being a rye grass over seeding during the winter is acceptable. The mowing of lawns must include removal of any grass clippings, trimmings, leaves, litter or other debris from the roadways, curbs, gutters, storm drains, drive and walkways on the same day that the grass clippings, trimmings, leaves, litter or other debris were placed onto these surfaces. The street gutters and storm sewers must be cleaned as necessary to ensure that the leaves and yard debris is not swept into the lakes and waterways when it rains, which destroys the water quality.
- b. Waterfront lot owners are required to maintain the grass all the way to the waters edge.
- c. Edging, cleaning and weeding of storm drains are the adjacent homeowner's responsibility. Grass clipping or debris must be removed from the drains as necessary.
- d. Weeds must be removed from flower beds and open areas around trees. This includes weed type vines growing on fences, buildings, and shrubs. Dead plants must be removed.
- e. Bushes and shrubbery must be trimmed on a regular basis to project a neat and controlled shape. Bushes and shrubs should be kept at or under 2 foot in height and maintained. Bushes and shrubs must be maintained in a neat and orderly fashion and limited to a maximum of 3' height in front yards, a maximum of 4' height along the side of homes, and 6' height in the backyard.

f. Trees must be maintained in a safe condition, low hanging, rotten or diseased limbs need to be trimmed, as necessary. Palm fronds need to be removed when dead, and tree stumps must be removed or ground below ground level.

g. In the event of a dispute as to the determination of a weed(s) the decision of the Board of Directors shall control. The Board of Directors shall use advice and definitions as provided by the Polk County Extension Horticulturist which is an extension of the horticultural services operated by the University of Florida.

h. A violation of Section 3.a carries a zero tolerance, and the special assessment shall be \$50.00 per occurrence. A violation of Sections 3.b,c,d,e and f carry a thirty (30) day grace period for correcting the problem after the HOA has a record that a forwarding of the Violation Notice was made to the Lot Owner.

4. Athletic Apparatus and Equipment

a. All portable athletic and recreation equipment is subject to approval by The Forest HOA Architectural Review Board. An Owner must make certain they obtain this written approval before erecting or using any apparatus or equipment of this type. This item *does not* include balls, bicycles, or scooters.

b. Athletic and recreation equipment may not be placed on or adjacent to a street in such a way that it creates a safety hazard or obstructs traffic.

c. Permanent basketball backboards are prohibited unless mounted so that they are not visible from the street. Games and recreation shall not be allowed to create a nuisance to the neighborhood. All games must be confined to the Owner's Lot. Carryover of this to neighboring property is considered trespassing and may subject the violator to financial responsibility for any property damage they may cause.

d. When not in use, athletic and recreation equipment, including any type of ball, basketball nets and backboards, bicycles, scooters, golf driving nets, or other similar equipment, must be stored out of sight of all streets. The "not in use" time limit shall be sixty (60) minutes of non-use.

e. Athletic and recreation equipment, including any type of ball, basketball nets and backboards, golf driving nets, or other similar equipment, may not be used before 8:00 a.m. or after 8:00 p.m.

f. Violation for this section carry a three (3) day grace period for correcting the problem after the HOA has a record that a forwarding of the Violation Notice was made to the Lot Owner. If violation is not corrected within the three (3) day period, a \$50.00 special assessment shall be assessed.

5. Pets & Other Animals

a. No livestock or other animals shall be kept in The Forest, except domestic animals such as cats, dogs, or birds.

- b. No animals shall be kept for purposes of breeding or raising for sale.
- c. Permitted pets shall be kept on the Owner's Lot and shall not be allowed off that lot except on a leash. This restriction also includes all the common property of The Forest and the entirety of the Ridgewood Lakes golf course.
- d. Pet owners are responsible for cleaning up after their pet(s) when a pet defecates any place other than on the Owner's Lot, regardless of who is walking the animal! Violation of the above items (a) or (b) carry a three (3) day grace period for correcting the problem after the HOA has a record that a forwarding of the Violation Notice was made to the Lot Owner.
- e. Pets shall not be allowed to create a nuisance to the neighborhood or be neglected. In the event of a dispute as to the type or number of pets maintained on a Lot, whether a pet is creating a nuisance, or whether an animal is receiving the proper care, maintenance, and healthcare required, the decision of the Board of Directors shall control.
- f. A violation of the above items (d) or (e) carries a zero (0) tolerance and the special assessment shall be \$50.00 per incident. An unlimited number of violation occurrences can be sited, at any given period in time.

6. Recreational Vehicles (Except Golf Carts), Yard Care Equipment

- a. Recreational vehicles and yard care equipment includes house trailers, horse trailers, travel trailers, campers, motor homes, motor coaches, boats, canoes, kayaks, personal watercraft, all-terrain vehicles, motorcycles, trail bikes, bicycles, yard care equipment and all utility trailers, or any other similar vehicles.
- b. Any unit described in 6.a above shall not be permitted to remain or park on any Lot unless entirely concealed from view from any public or private street.
- c. Any unit described in 6.a above shall not be placed on or adjacent to a street in such a way that it creates a safety hazard, a nuisance or obstructs traffic.
- d. Any unit described in 6.a above shall not be allowed to be operated or stored in an unsafe manner or create a nuisance to the neighborhood.
- e. Any unit described in 6.a above that is intended to be towed, must remain hitched to its tow vehicle at all times while in The Forest, unless it is entirely secured in a garage or behind a fence.
- f. Any unit described in 6.a above which is intended to be mounted or hauled must always remain aboard its hauling vehicle while in The Forest unless it is entirely hidden in a garage or behind a fence.
- g. Whenever any unit described in 6.a above is not in violation of the above restrictions, the amount of time such unit is permitted to be present within The Forest cannot exceed 36 total hours during a continuous 7 calendar day period and it is further restricted to the unit cannot be present for more than 2 calendar days or portions of 2 calendar days during that same 7-day

period. This restriction does not apply when the unit is entirely concealed from view from all streets.

h. Violation for this section carry a five (5) day grace period for correcting the problem after the HOA has a record that a forwarding of the Violation Notice was made to the Lot Owner. There is one 5-day grace period allotted per owner for any Section 6.1 violations, after that these Section 4) a) violations are administered with a zero (0) tolerance.

i. The Forest at Ridgewood is designated as vehicles being subject to towing. None of the stipulations in this Section (6) shall nullify the aspect of this Association, or any of its members, using the option of towing an offending vehicle.

j. No unit described in 6.a above is permitted to park in the parking lot or the grassed areas adjacent to The Forest swim pool at nighttime. This restriction shall be enforced with zero (0) tolerance and the offending vehicle or unit shall be towed at the owner's expense.

7. Portable or Temporary Storage Units

a. Included are any portable or temporary storage units and shipping containers whether they are mounted on wheels/axles or not.

b. Any unit described in 7.a above shall not be placed on a street at any time or stored in an unsafe manner.

c. Only one (1) unit per lot is allowed at any one time.

d. Whenever any unit described in 7.a above is not in violation of the above restrictions, the amount of time such unit is permitted to be present within The Forest cannot exceed 7 continuous calendar days and this cannot occur but once during any 30-calendar day period for a given owner.

e. Violation for this section has a zero tolerance after the above 7 days have elapsed. If a violation occurs, a \$50.00 special assessment shall be assessed daily until removed.

8. Operation of Motor Vehicles and Golf Carts

a. The operation of any motor vehicles and golf carts within The Forest does NOT include the right to drive on other owner's lawns, driveways, walkways or flower beds. Keep the motor vehicles and golf carts on the roadways.

b. Motor vehicles and golf carts shall not be placed on or adjacent to a street in such a way that it creates a safety hazard, a nuisance or obstructs traffic.

c. Motor vehicles and golf carts shall not be operated in an unsafe manner or create a nuisance or safety hazard to the neighborhood.

- d. Any motor vehicle or golf cart violation carries a zero (0) tolerance, and the special assessment shall be \$50.00 per incident. An unlimited number of violation occurrences can be sited during any period of time.
- e. A valid driver's license and liability insurance is required to operate any vehicle described in a. above.

9. Use of The Forest Community Center (Swim Pool, Cabana and Recreation Areas)

- a. Use of this community center is restricted to The Forest owners/renters and their immediate families plus any guests the owners/renters actually accompany at this facility.
- b. Persons must gain access to this facility by using the lock mechanism on the gates. Any other manner of access shall be treated as trespassing and subject to law enforcement actions.
- c. The gates must be kept closed and locked at all times except for the moments of actual moving through any gate. This requirement affects insurance and licensing matters as well as liability and unauthorized use issues.
- d. The facility has restricted hours of use as regulated by a Polk County government license. The opening hours are always dawn to dusk . No use of the facility is permitted outside those daytime hours.
- e. There is no provision to reserve this facility for exclusive use of a group(s).
- f. Other rules or restrictions:
 - 1) Persons under 18 must be accompanied and supervised by an adult
 - 2) No lifeguard is on duty
 - 3) No diving, no running or rough play
 - 4) Entering this premise at your own risk, all activities at your own risk
 - 5) Bathing load 24 persons
 - 6) Shower before entering pool
 - 7) No animals allowed
 - 8) No food or drink allowed in pool
 - 9) No glass allowed on the premises.
- g. No vehicles or trailers of any type, or any type of equipment are allowed any nighttime parking in the parking lot or on the grassed areas adjacent to The Forest Swimming pool. This restriction shall be enforced with a zero (0) tolerance and the offending vehicle or unit shall be towed.
- h. Violation of the rules in section 9, will result in the banning of the homeowner & guests from the facility. If caught in violation of the ban, it is considered criminal trespass, and the appropriate law enforcement department will be notified.

10. Commercial Vehicles

- a. There shall be no parking of trucks or commercial vehicles on any lot for a period of more than (4) hours, unless the same is present and necessary in the actual construction or repair or

repair of buildings on a lot. The definition of “commercial vehicles” shall include, but not be limited to, trucks or vans in excess of three quarter ($\frac{3}{4}$) of a ton, any truck-tractors, semi-trailers, and commercial trailers. In the event of a dispute or the meaning of the term “commercial vehicles”, the Board, in its sole discretion, shall determine what constitutes “a commercial vehicle”. m

11. Recreational Vehicles

a. No house trailer, travel trailer, camper, motor home, boat trailer, boat or similar vehicle shall be permitted to remain parked on any lot for a period of more than forty-eight (48) hours, unless hidden from public view and any neighboring residence.

12. Inoperable Vehicles

a. No inoperative cars, trucks, trailers, or other types of vehicles shall be allowed to remain either on or adjacent to any lot for a period in excess of twenty-four (24) hours.

b. There shall be no major repair performed on any motor vehicle on or adjacent to any lot.

c. All vehicles shall have current vehicle registration and display valid license plates.

d. The terms of this section (12) shall not apply to any vehicle being kept in an enclosed garage.

e. Vehicles will be subject to towing (at the owner’s expense) after 24 hrs.

13. Noise Enforcement – Quiet Time

a. Polk County ordinance states 7:00 a.m. as the earliest time that activities can begin that cause noise or a disturbance to be created, but this Association shall enforce 8:00 a.m. instead. Activities shall include yard maintenance and landscaping, pool care, power washing, painting, all construction and any other actions that create noise or a disturbance. Owners shall be held accountable to gain the cooperation of service providers and contractors that they engage. This restriction shall be enforced with a zero (0) tolerance and is accompanied with a \$50.00 fine for each occurrence or day.

14. Roadways and all other Paved Surfaces

a. **Damage to any roadway or paved surface.**

1) Parking on any pavement within The Forest is forbidden, when the parked vehicle is or will, cause damage to the pavement. This damage may be a result of leaking or spilled fluids or chemicals, or mechanical damage from jacks, jack stands, wheel chocks or blocks. This rule also applies to offending vehicles in the Community Center parking area.

2) Any offense carries a zero (0) tolerance, and the special assessment shall be \$50.00 per incident. An unlimited number of violation occurrences can be sited during any period of time.

3) After an offending vehicle has two (2) offenses of this type filed against the lot owner, that vehicle shall be subject to towing and an additional \$50.00 special assessment along with this section (14) shall be enforced with a zero (0) tolerance for all additional offenses in the future.

b. Parking policy.

1) No vehicle can be parked in such a way that obstructs the passage of another vehicle. At all times, the roadways must be kept open and passable to other vehicle traffic.

2) On street parking tends to conceal children at play, pedestrians, and creates an increased potential for accidents, as well as restricting access to emergency and other oversize vehicles. Therefore, the Board of Directors, resolves that the proper use of the driveway and garage is to accommodate the resident's vehicles. The first choice for parking should always be the garage. When it cannot accommodate the number of vehicle(s), the next option is the driveway. The street should only be used as the last resort for parking when the garage and driveway are full and cannot accommodate additional vehicles. Other situations, like when a contractor is performing a service, when there are more guests than the driveway can accommodate, when cleaning the driveway, or children are at play on the driveway. Otherwise, all owners, residents and guests should park in the garage or on the driveway whenever possible.

3) Parking facing the wrong direction is forbidden.

4) Parking on a driveway, in such a way that any portion of the vehicle is extended into the street, is forbidden.

5) No vehicle may be parked in a manner that restricts access to a resident's mailbox. **It is strongly suggested that parking is limited to whichever side of the street that does not have a mailbox.**

6) It is never acceptable to park on BOTH sides of the street at the same time and place. If this continues to be an issue, then we will institute no parking on the side of the street that has the mailbox.

7) No vehicle may be parked so that any tire is on the grass.

15. Short Term Rental Restrictions

a. Vacation rentals are permitted, with a minimum of four (4) nights rental. Any vacation rental shorter than four (4) nights must be preapproved by The Forest HOA Board of Directors.

16. Rules Enforcement Policy

a. Our streets are privately owned, and the Board of Directors has the right and responsibility to create and maintain policies that will insure safe and open access to everyone, at all times. Per Florida Statute 715.07, Section 2, the HOA has the legal right to have any vehicle towed if in violation of these common sense, roadway parking restrictions. Required signs are posted at the three (3) entrances to our community, stating that this community reserves the right to tow any vehicle in violation of the rules as stated here.

b. Association Right to Maintain Property and Procedures.

1) In addition to maintenance of the Common Areas and Village Common areas, The Forest Homeowners Association shall have the right to provide maintenance upon any portion of the Property, or to the exterior of any structure on any portion of the Property, subject however to the following provisions.

a) Prior to performing any such maintenance, The Forest Homeowners Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of the Property. The Forest Homeowners Association shall notify the Owner of said property in writing, specifying the nature of the condition to be corrected and, if the Owner has not corrected within fifteen (15) days after date of said notice, The Forest Homeowners Association (after approval of a majority affirmative vote of the Board of Directors) may correct such conditions. Said maintenance shall include but not be limited to painting, repairs, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, trees & shrubs, grass, walks, pest control, and other exterior improvements and to mow or cultivate any portion of the property and to keep same free of litter and debris.

2) Right to Enter For the purpose of performing the exterior maintenance authorized by this Article, The Forest Homeowners Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any portion of the Property and exterior of any structures or improvements located on the Property at reasonable hours on any day, except Saturday and Sunday.

3) The cost of such maintenance shall be assessed against the Lot upon which such maintenance is done and shall be an individual assessment or charge to which such Lot is subject to paying. If left unpaid, a lien shall be placed against the Lot and the personal obligation of Owner and shall become due and payable in all respects, together with and cost of collection as provided in The Forest at Ridgewood Homeowners Association documents.

c. From time-to-time, the board can adopt a rules enforcement policy that exempts the enforcement of a specific rule(s). This section shall contain two (2) sub-sections:

1. Rule Exemptions Adopted:

a) For roofing shingles, the exterior maintenance that includes discoloration from natural causes shall be exempted from this

association's violation procedures. This shall include mold and natural weathering.

b) Rule Exemptions Suspended: Presently there are no exemptions that have been suspended.

16. Rules Violation Penalties

a. Violation of sections ten (10) thru fifteen (15) have a zero tolerance after notification has been received. Depending on the violation, a \$50.00 to \$250.00 special assessment shall be assessed daily until violation is removed.

End of **RULES IN EFFECT** document (Revised April 21, 2021).

IN WITNESS WHEREOF, the Association has executed this initial filing and restating of the CCR's on the date set forth above.

We, being all of the directors of The Forest at Ridgewood Homeowners' Association, Inc., have hereunto set our hands this 21st day of April, 2021.



Ron Lapinski, Director



David Yunker, Director



Larry Bassett, Director

I the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of THE FOREST AT RIDGEWOOD HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, and that the foregoing Updated Covenants, Conditions, and Restrictions was adopted at a meeting of the Board of Directors thereof, held on the 21st day of April 2021.

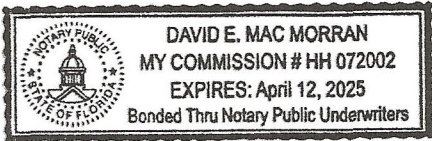
A handwritten signature in cursive script, appearing to read "Larry Bassett", written over a horizontal line. The signature is fluid and extends to the right with a long, sweeping flourish.

Larry Bassett, Secretary

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me this 21st day of April, 2021, by Larry Bassett, who is Secretary of The Forest at Ridgewood Homeowners' Association, Inc., a Florida corporation, and who produced Florida Drivers' License as identification.



Notary

X. *David E. MacMorran*

4-21-2021

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
THE FOREST AT RIDGEWOOD

The 164 lots as platted on the plat of THE FOREST AT RIDGEWOOD, per plat thereof recorded at Plat Book 94 Pages 24 f 25 and 26, public records of POLK County, Florida.

TOGETHER WITH THE FOLLOWING ROADS SHOWN ON SAID PLAT:

Boxwood Drive
Golf Course Parkway
Joewood Trail
Sand Pine Lane
Southern Pine Way
Spanish Moss Road