

SMOKE SIGNAL

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INDIAN WELLS HOMEOWNERS ASSOCIATION

Message from the President

Spring 2019

Dear Residents,

First of all, I would like to welcome all new residents to the Indian Wells community! I hope to see all of you at our next membership meeting in March. We have missed a few issues of the newsletter over the last few years, but we will try our best to get back on track and will have another issue out later this year.

In 2018 our Board has been hard at work rebuilding our association and making improvements to our community. This includes the work performed last year at our community park to rejuvenate the landscaping and make the facility safer for our residents and children. That work is only the beginning of the Park Renovation Project that our Board has planned for the upcoming years.

Although we have a voluntary HOA, I strongly encourage all of our homeowners to join the association. Your property tax dollars do not cover all of our community's expenses. A large amount of our HOA funds are spent on routine facility maintenance and beautification projects. We need the association dues to keep our community looking its best and our home values on the rise.

Running an effective homeowners association is no small task and takes the work of many. The Board can hold meetings and make decisions, but what really makes an HOA community a great place to live is the involvement and camaraderie of its members. Is there something that you would like to see changed in Indian Wells? Feel free to join our association (if you have not done so already), speak up and submit your idea to the Board! Talk to other homeowners and get their input and generate support. Changes cannot happen unless the Board is made aware by homeowners sharing their thoughts and concerns in the appropriate manner.

I look forward to another exciting year for the Indian Wells HOA. We have many projects in the works that I feel will help boost community morale and neighborly spirit in our great community.

Sincerely,

Jeanne Stancil-Correll

Membership

Applications to join the Homeowners Association are accepted throughout the year. Any time is a great time to join our association! Applications for 2019 membership can be found on our website (www.IndianWells-HOA.com). Please download the form, fill in the requested information, and drop the application with your dues payment in the box on the side of our community building. As a reminder, this is the building located next to the Osceola Parkway overpass on Polynesian Isle Blvd. The community building is **not** located at the park.

Membership dues for 2019 are \$75, for the entire year, no matter what time of year you apply for membership. Membership to the association will enable you to vote at our membership meetings and provide you with a key to the park and pool. Please keep in mind that you must own your home in order to apply for membership. If you are a renter, speak with your landlord about obtaining a key for the park and pool.

If you wish to not become a member of the association, but would still like access to the park and pool, a key may be purchased for a fee of \$125.

UPCOMING EVENTS

March: *Spring General Membership Meeting*

March: *Community Yard Sale*

August: *Back-To-School Food Truck Round-up*

December: *Election Meeting*

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Deed Restrictions

Below and continued on the following pages is an excerpt from the Indian Wells Deed Restrictions:

Now therefore, in consideration of the premises, THE GREATER CONSTRUCTION CORP., the owner of all the lots described above, does hereby declare said lots to be subject to the following restrictions, reservations and conditions binding upon themselves and upon each and every person, both natural and corporate, who or which shall hereafter acquire any interest in said lots, and their heirs, successors and assigns, to wit:

1. No lot shall be used except for **residential purposes**. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than two (2) cars.
2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been **approved by the Architectural Control Committee** as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.
3. A majority of the **Architectural Control Committee** may designate a representative to act for it. In the event of the death or resignation of a member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots in Indian Wells, Unit One, Unit Two, and Unit Three, shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore it to any of its powers and duties.
4. The **Committee's** approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
5. No **dwelling** shall be permitted on any lot at a cost of less than TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) based upon cost levels prevailing the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than nine hundred fifty (950) square feet.
6. No structure of a **temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding** shall be used on any lot at any time as a residence either temporarily or permanently.
7. No **noxious or offensive activity** shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.
8. No **animals, livestock or poultry** of any kind shall be raised, bred or kept on any lot, except dogs, cats, or other household pets may be kept, provided that they are not bred or maintained for any commercial purposes.
9. No **television or radio antenna** shall be constructed or placed on the roof of any dwelling. No free-standing television or radio antenna shall be permitted on any lot unless (i) the location of such free-standing antenna is approved by the Architectural Control Committee and (ii) such free-standing antenna does not exceed five (5) feet in height above the highest point of the roof of the dwelling. Further, no television or radio dish antenna shall be permitted on any lot unless the appearance and location of such dish antenna is approved in advance by the Architectural Control Committee.
10. No **sign** of any kind shall be displayed to the public view on any lot, except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a building to advertise the property during the construction and sale period.
11. No **fence or wall** shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. No fence, wall, hedge or shrub placing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty (20) feet from the intersection if the street lines, or in the case of a rounded property corner, from the intersection of the street lines, extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Deed Restrictions (continued...)

12. No lots shall be used or maintained as a dumping ground for rubbish. **Trash, garbage** or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
13. **Easements** for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure (other than wood fencing), planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible for.
14. THE GREATER CONSTRUCTION CORP. intends to develop on the lots subject to these Restrictions a "**Zero Lot Line**" community, which means, in part, that rather than placing a dwelling in the middle of a lot so that such dwelling would have two side yards of roughly equal size, the dwelling is located along one side of the lot so that such dwelling shall have one large side yard and one small side yard. It is the intention of THE GREATER CONSTRUCTION CORP. to cause a majority of the dwellings which are to be constructed on the lots subject to these Restrictions to be located approximately two (2) feet from one of the side lot lines of the lot on which such dwelling is constructed. In those instances where a dwelling (herein called the "Dwelling") is located on a lot (herein called the "Subservient Lot") approximately two (2) feet from one of the side lot lines (herein called the "Zero Lot Line"), the owner of the lot adjacent to such Zero Lot Line (herein called the "Adjacent Lot") shall have, and is hereby granted, an easement over and across the approximately two (2) foot wide area of the Subservient Lot which is along and adjacent to the entire Zero Lot Line from the front to the rear of the Subservient Lot and between the Zero Lot Line and a line parallel to and approximately two (2) feet in distance from the Zero Lot Line which shall run along the edge of the Dwelling and shall extend from the front and rear of the edge of the Dwelling to the front and rear lot lines, respectively (herein called the "Easement Area"). The nature of the easement granted and dedicated in this subparagraph shall be that the owner of the Adjacent Lot shall have the exclusive right to use the Easement Area for side yard purposes, which shall include, but not be limited to maintaining the landscaping thereon and maintaining a wooden fence thereon of no more than five (5) feet in height, and fencing in the Easement Area for side yard use in connection with the Adjacent Lot to the exclusion of the owner of the Subservient Lot; provided that no such fencing shall be in violation of Paragraph 11 of these Restrictions, and provided further that the owner of the Subservient Lot shall have the right, at reasonable times and upon reasonable notice to the owner of the Adjacent Lot, to enter into the Easement Area for the purposes of maintaining and making repairs to the Dwelling on the Subservient Lot, and the owner of the Subservient Lot shall have the right to have the overhang from the roof of the Dwelling on such lot to intrude onto the Easement Area. The exterior sidewall of the Dwelling on a Subservient Lot which faces upon the Easement Area, shall not be painted or repainted any different color than the color used in the original construction of the Dwelling, without the consent of the owner of the Adjacent Lot. The Easement granted herein shall not exist on those lots where the Dwelling constructed thereon is not located within approximately two (2) feet of one of the side lines of such lot.
15. All lots shall be served by a public or privately owned **sewer and water system** and the owners of residences shall pay the monthly charges for such services as are from time to time imposed.
16. At any time during the term of these restrictions, the then owners of at least fifty percent (50%) of the lots may change these Restrictions in whole or in part by executing a written instrument making said changes and having the same duly recorded in the Public Records of Osceola County, Florida.
17. These **Restrictions**, as amended from time to time, are to run with the land and shall be binding on all persons and all parties claiming under them for a period of thirty (30) years from the date these Restrictions are recorded, after which time these Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to terminate or otherwise alter the Restrictions.
18. **Enforcement** of these Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restriction either to restrain violation or to recover damages.
19. **Invalidation** of any one of these Restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

INDIAN WELLS HOMEOWNERS ASSOCIATION

Parking Restrictions

Due to the limited width of the streets within our community, and in accordance with Osceola County #00-13, on-street parking is restricted. Vehicles may be parked in the right-of-way provided a permit is obtained by the HOA, pursuant to the HOA guidelines, and said permit is properly displayed in the windshield of the parked vehicle. Permit requests are limited to a five (5) vehicle maximum per residential unit per day. Permits may be requested a maximum of eight (8) times per year. Parking permit request forms can be found on our website (www.IndianWells-HOA.com). Please download the form, provide the requested information, and drop the form in the box on the outside of the community building. Forms are collected from the box during the week (Monday through Friday). All forms should be submitted at least seven business days prior to the date requested. Emergency and last minute requests are handled on a case-by-case basis.

Osceola County Ordinance #00-13 also restricts the type of vehicles and vessels permitted to park in the driveway or otherwise be visible from the right-of-way fronting the property (for example: parked in the grass, on the sidewalks, or on the driveway apron). The types of vehicles restricted within our community include boats (or watercraft of any type), dual-axle trailers, large box-style trucks, and dual-rear wheeled vehicles. These types of vehicles and vessels will need to be parked or stored outside of the community.

Architectural Control Committee

As a reminder to all residents, any exterior modifications to your property need to be reviewed and approved by our Architectural Control Committee prior to the work taking place. This includes, but is not limited to: fence replacement, repainting of the home (whole or a portion), roofing replacement, and driveway widening. These regulations apply to all residents, regardless of membership to the homeowners association.

We ask that you please visit our website (www.IndianWells-HOA.com), download the Architectural Control Committee Application, fill in the requested information, and submit it for review. Forms shall be submitted in the box located on the outside of the community building. Our Architectural Control Committee will then be in contact with you to review the work to be performed and discuss any special conditions that may apply to your request.

We also have paint and shingle samples for any homeowners that are unsure of what colors are permitted in the community. Should you have any questions, please visit our website and submit your question via the "Contact Us" page. Your question will be distributed to a member of our Architectural Control Committee for response.

Violations

In the coming months, the Indian Wells Homeowners Association will begin performing property inspections to ensure that all residents are keeping their property in accordance with our community Deed Restrictions and Osceola County Ordinances. This includes, but is not limited to: making sure all trash and recycling receptacles are kept out of view of the street on non-pickup days, vehicles not parked legally, advising on property repairs necessary for the safety and security of our residents, and ensuring landscaping is kept in tidy appearance. These inspections are necessary to ensure our property values stay on the rise and that our community is a safe place for all residents. Any properties found in violation of the community rules and regulations will be subject to penalties (including, but not limited to, fines).

Park Rules

As many residents have noted, 2018 brought numerous changes to the park in order to improve the safety and security for those residents having access to the facilities. We would like to take this opportunity to remind our residents, and any guests, of the rules that need to be followed while enjoying our park. Failure to abide by the posted rules will result in loss of park access.

- ◆ An Indian Wells household may bring a maximum of four (4) non-resident guests with them into the facilities (park, pool, & tennis court). A guest is defined as a non-Indian Wells Resident.
- ◆ The soccer fields and basketball courts are for use by residents, regardless of age. Common courtesy and sportsman-like behavior shall be exhibited at all times. Share the areas with others.
- ◆ The posted rules shall be followed while using the pool.
- ◆ Pick up any trash and debris you may leave behind.
- ◆ Any persons under the age of 16 shall be accompanied by a parent or guardian while using the pool.
- ◆ Do not climb the fences.
- ◆ Use of profanity is prohibited.