

# The Trailblazer

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## INDIAN RIDGE HOMEOWNERS ASSOCIATION

Fall 2018

### Message from the President

Dear Homeowners,

First of all, I apologize for the missed issues of the Trailblazer. We will try our best to put out at least two newsletters a year. We now have volunteers to help.

We are still seeing home values rise in Indian Ridge, resulting in a regular turnover of homes. A warm welcome to all our new residents and we look forward to seeing you at our next membership meeting.

I joined the HOA board in 2009 and have served as president since late 2014. I've enjoyed working with the association and I'm proud of the work that the board has accomplished during my tenure. Among other things the construction of a basketball court, repairs to the external wall, and most importantly the total transparency of the HOA financials. At each membership meeting the account statement is reviewed by all attendees, and available upon request to members unable to attend. Being a board member has also given me the opportunity and pleasure to meet many of our residents. We have received a lot of feedback over the past few years, and I am glad to say it was mostly positive, informative and helpful, and the board always welcomes constructive criticism.

Although we have a volunteer HOA, we strongly encourage all our homeowners to join. Your taxes do not cover all of the community expenses. A large amount of the HOA funds are spent on maintenance and beautification projects, along with the children's holiday parties. We need the dues to keep our community looking its best which protects our home values.

Running an effective homeowners association takes the work of many. The board can hold meetings and make decisions but what really makes a HOA community a great place to live is the involvement of its members. Is there something you'd like to see changed in Indian Ridge? Speak up and submit your idea to the board. Talk to other homeowners to get their input and generate support. Changes can't happen unless the board knows there is a problem or homeowners share their thoughts or concerns.

**THE INDIAN RIDGE HOA WOULD LIKE TO WISH  
EVERYONE A HAPPY AND SAFE NEW SCHOOL YEAR!**

Indian Ridge HOA Account:  
\$60,253.38

### CALENDAR

**General Membership Meeting**  
**September 12, 2018**  
**7:00 p.m. at the Pool**

**Community Yard Sale**  
**October 27<sup>th</sup> and 28<sup>th</sup>**

**General Membership Meeting**  
**November 14, 2018**  
**7:00 p.m. at the Pool**

**Children's Christmas Party**  
**December 8, 2018**  
**12 Noon at the Pool**

### Community Projects Pending:

**Cabana Ceiling Fans**  
**Chaise Lounges Repair**  
**Umbrellas Replacements**  
**New Community Signage**



## Volunteers Needed For HOA Board Positions

Many residents think about it but few get involved. Why is this? A HOA may seem intrusive to some but it allows local homeowners to have a say in the operation of their neighborhood.

BOARD OF DIRECTOR MEETINGS are scheduled for the first Monday of each month except for summer months. All other meetings are as required and at the discretion of the HOA President.

DUTIES: This is a Volunteer position where all skills are welcome. As a Board Member, you'll be at the forefront of what is happening in the community and play an important role in making and implementing changes, upholding policies, and planning for the future of the neighborhood. As a member of a working team, you will attain skills and be trained for public service.

ALL HOMEOWNERS AT INDIAN RIDGE ARE WELCOME to get involved. If you are interested please email the HOA.



## See something? Say something!

If you see suspicious behavior, you can call the Osceola County Sherriff's non-emergency number at **407-348-2222**. You don't even have to give your name if you're not comfortable. Help keep the streets safe too. If you see a street light out you can call Progress Energy at **1-800-700-8744**. The light will usually be fixed in three business day. You'll need the pole number and closest house number. Together we can all make Indian Ridge a safer community!



## See a CODE VIOLATION?

It is the responsibility of everyone in Indian Ridge to address all code violations. **If you observe** something that is an Osceola County Code violation such as debris or hazardous conditions, **you can report** them to **County Code Enforcement** by calling 407-742 0400. If you'd like the complaint to remain anonymous, please mention that during the call.



## Need a Parking Permit?

We like to remind our residents that there is **no parking on the street or on the grass** as per our Deed Restrictions, as well as the Osceola County Ordinance 12-10.

Permits can be requested and will be issued for residents who are having guests and do not have room in their driveway for additional cars. Permits are only valid for the hours between 8am and 2am. You can download a Parking Permit Request form at [www.indianridgehoa.com/parking](http://www.indianridgehoa.com/parking) It can be submitted via email, or call to arrange a time to drop off the form and pick up the permits.

Please also understand that the HOA does not issue the \$100.00 tickets, Code Enforcement issues them and the County receives the money from these citations.



**Monday:**  
TRASH PICK UP  
**Wednesday:**  
YARD WASTE  
**Friday:**  
RECYCLABLES  
**Bulk Waste:**  
407-742-7750



## Sidewalk

Please keep the back sidewalks accessible. The sidewalk areas of our neighborhood are for use by all residents. The area behind your home, all the way to the sidewalk, is your responsibility to maintain. If you have a fence along the sidewalk, it is your responsibility to maintain the outside area between the sidewalk and your fence, as well as any trees, shrubs, or landscaping that interfere with the safe use of the sidewalk.

Some areas have become nearly impassable causing safety concerns, as well as an eyesore for surrounding homeowners, from whom we have received numerous complaints. For clarification, please refer to Deed Restriction 14, which states in part, the following:

**“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.”**

The Homeowners Association thanks you for doing your part to help keeping Indian Ridge a beautiful place to live!



## Community Pool Reminders

The pool is open from **dawn to dusk**.

The pool area does have surveillance cameras. Anyone at the pool after dusk or violating pool safety rules will be subject to being trespassed.

Adult supervision is required at the pool for anyone under 14 years of age.

Residents in good standing may use pool for a party by making arrangements with the HOA first. A \$25 cleaning deposit may be required.

The pool is for the use of Indian Ridge residents and their invited guests only.

No glass containers or alcoholic drinks at any time.

Thank you for following these guidelines so everyone can have a safe and pleasant time enjoying the pool.

### **All facilities require key access.**

If you find yourself in need of a pool key, please send us an e-mail and we'll arrange to get one to you.

Renters are not entitled to collect the keys on behalf of a homeowner but other arrangements can be made.



## Fences and Sheds

Old sheds and fences in need of repair have become a growing eyesore in our community. These additions are an extension of your home. Please maintain them accordingly to avoid a deed or County Code Violation.

Sheds are not permitted without the approval of the HOA ACC (Architectural Control Committee), and are limited in type, material and size. Osceola County also requires you to pull a permit to have one installed.

Fences are also limited in height and type of material, as well as where they can be placed on your property and require a County Permit and advanced HOA ACC approval.

Please follow the guidelines in the Covenants and Restrictions Section 2, 6, 7, and 11 to ensure that you are not in violation. If you are in violation, look for a notice from the HOA.

## HOUSE PAINTING

Please contact the HOA ACC for color approval prior to painting to ensure neighborhood continuity.

**ACC@IndianRidgeHOA.com**



### Community Yard Sale Our May Yard Sale was a RAGING SUCCES\$!

The Community Yard Sale is advertised, and is a great way to make a few dollars on unwanted treasures or acquire items you may need at a great price. It's also a good time to get out and meet your neighbors! The more residents who participate, the more successful it will be.

The advertised start time is 8am, but you can set up as early as you like! Also keep in mind that the Osceola County Land Development Code has rules regarding "yard sales". One of which states the following: **"LIMITED TO ONE DURING EACH SIX (6) MONTH PERIOD, FOR DURATION NOT TO EXCEED THREE (3) DAYS."**

The Community Yard Sale does not count against the owner limits.

**PLEASE DO NOT USE EXISTING SIGNAGE TO ATTACH FLYERS OR NOTICES. Only free standing signs are allowed.** Placing signs on Stop Signs or mailboxes is against the law and subject to fines. Our deed restrictions do not allow any signage to be placed on a property other than a "for sale or rent" sign, or a temporary sign for contractors who are doing licensed work on your property. Also, please remember to pick up your signs afterwards.



### Dog Leash Law

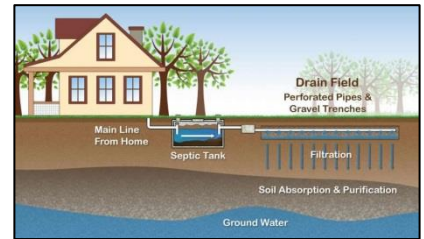
Under Section 4-42 of Osceola County Code of Ordinances, dog owners are prohibited from allowing their dog to run at large on any public or private property.

Dogs must be under the direct control of their owner's or keeper's by means of a leash, cord, chain or other physical restraint. **Electronic leashes are NOT a physical restraint.**

**All dogs must remain on a leash when outdoors except in fenced yard.** The leash must be held in hand at all times. No dog may at any time be outdoors unleashed. If you own a dog, please remember the pet regulations and make sure all residents and guests of your home abide by them.

Also, residents are reporting problems with dog owners not picking up their dog's feces, and instead leaving it along the walkways, roadways, and on landscaped areas; a behavior that creates unhealthy and unpleasant conditions around our community.

**Please keep your community clean, pick up after your pet, it's the law.**



### Septic System Reminders

Every home in our community has a septic system. To extend the life of your sewage system, and save on maintenance costs:

- Learn the location of your septic tank and drain field.
- Have your septic system inspected and pumped out every 2 – 3 years.
- Don't drive or park over any part of the system.
- Don't plant anything over or near the drain field except grass which will prevent erosion and help remove excess water. Roots from nearby trees or shrubs may clog and damage the drain lines.



### Beware of Wildlife

Please report Bear sighting, nuisance and sick wildlife to the Osceola County Animal Control Office at (407) 742-8000





### **Porch Package Theft**

Several residents have reported packages stolen from their front door.

Do not leave packages sitting on your doorstep unattended. Is there a neighbor you trust? One who's home most days? Consider asking if you can have packages shipped to his/her house. If you work, have packages delivered to your workplace/office.

To prevent your package being stolen off the front porch you can also ask for signature delivery, consult your sender and require delivery confirmation signature. Did you know? If your package that demands delivery by YOUR signature was left unattended, or even worse, lost, because they didn't follow the protocol, delivery companies are liable to legal actions and you are entitled to a full refund or replacement.



### **No Speeding Please**

Speeding has become a big issue in Indian Ridge. Indian Ridge TRL North and South are being used daily by people driving way over the speed limit. We have lots of small children in this neighborhood and speeding is reckless.

We are working with the sheriff to tackle this problem and see what can be done to slow the speeders down and obey the speed limit in our neighborhood.



### **Bulletin Board Rules**

- Postings must be dated.
- Posts should be for items for sale, wanted items, and services.
- Please remember this is for the community, No Postings of Political nature.
- Posts may be removed after 30 days but can be re-posted.



### **Hurricane Season**

Hurricane Season is here. Last year we survived Irma with minimal damage.

It's not too late to prepare your home for hurricane season. Clean out your gutters & drains. Trim trees and shrubs. This helps them better resist the wind, saving the plants and also reducing the chances of damage from falling or windblown limbs. There are many overgrown trees that need trimming. Trees should be trimmed at least every 2-3 years, hurricane season or not.

You should remove or secure anything surrounding your home that could become an airborne projectile, including lawn furniture and toys.

Remember to keep portable generators and other alternate power/heat sources outside, at least 20 feet away from windows and doors and protected from moisture; and NEVER try to power the house wiring by plugging a generator into a wall outlet.

**The HOA board has the duty to maintain common areas, and to preserve property values by enforcing Indian Ridge's governing documents, Covenants and Restrictions and Bylaws.**

## **Covenants and Restrictions of Indian Ridge**

### **KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, THE GREATER CONSTRUCTION CORP, a Florida corporation, is the owner of the following real property located in Osceola County, Florida, to wit:

Lots 1 through 617, inclusive, INDIAN RIDGE UNIT ONE to FIVE according to the Plat thereof, recorded in Plat Book Page Public Records of Osceola County, Florida.

AND WHEREAS, THE GREATER CONSTRUCTION CORP. desires that all of said real property be subject to like restrictions for the mutual benefit and protection of themselves and persons, both natural and corporate, who may hereafter purchase or acquire any interests in said real property, or any portion thereof;

NOW THEREFORE, in consideration of the premises, THE GREATER CONSTRUCTION CORP., the owner of all the real property described above, and hereinafter sometimes referred to as "the Declarant" does hereby declare said real property 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 hereinafter acquire any interest in said real property, 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. Further, cars or other authorized vehicles hereunder shall be parked in the garage or driveway and in any event may not be parked in any easement areas or the street area in front of the house.
2. No building, structure or appurtenance 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 location with respect to topography and finish elevation.
3. The Architectural Control Committee is composed of The 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 member shall have full authority to designate a successor. The two (2) original members set forth herein resign from the Committee at any time, in their sole discretion, and appoint either two (2) or three (3) new members as their replacements making up the Architectural Control Committee. In any event, all powers and responsibilities of the original members shall terminate upon the sale by the Declarant of all of its lots within the entire Indian Ridge Subdivision (including all phases of the Subdivision) and such powers and responsibilities shall thereafter be assumed by the board of Directors of any Homeowners' Association made up of residents of the Indian Ridge Community (the "Association") or their designated representatives. Neither the Members of the Committee, nor its designated representatives, shall be entitled to any compensation for service performed pursuant to this covenant. At any time after the Declarant is no longer the owner of any lot within the subdivision, including all phases thereof, the Board of Directors of the Association may annually designate the Members of the Committee, and the then record owners of a majority of the lots 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 to it 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-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) based upon cost levels prevailing on 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.** All dwellings shall be erected and maintained in compliance with the applicable setback requirements of Osceola County and any governmental entity having jurisdiction over the subject property.
- 7.** 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. Further, no trailer, recreational vehicle, or trucks larger than two (2) tons in total weight shall be stored, kept or parked contiguous to, on or about any lot without the express advance written authorization of the Architectural Control Committee, which consent may be withheld in said Committee's sole discretion and for any reason. Further, even if said permission has been granted, it may be revoked by the Architectural Control Committee in its reasonable discretion.
- 8.** No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.
- 9.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not bred or maintained for any commercial purposes.
- 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 builder 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 and no fence or wall permitted hereunder shall, in any event, exceed six (6) feet in height. No fence, wall, hedge or shrub planting 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-five (25) feet from the intersection of 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 it is maintained at sufficient height to prevent obstruction of such sight lines. Further, notwithstanding anything herein or provided by law to the contrary, no fence, wall or other building or structure shall be erected, placed or altered on, along or within any Pedestrian Walkway Easement (herein the "Plat easements") shown on the Plat of Indian Ridge Unit Five (the "Subdivision"), except for landscaping which does not interfere with the facilities constructed or permitted to be constructed by Declarant within the Plat Easements or the use for which the Plat Easements are reserved as herein provided or as provided on the Plat. Declarant reserves the right to construct and maintain within the Plat Easements, sidewalks, fences, and landscaping to serve the Subdivision and additional phases of Indian Ridge. Further, no fence, wall or similar structure shall be erected, placed or altered on any lot unless such fence, wall or structure is of either wood or masonry construction. No chain link fences shall be erected or placed on any lot within the Subdivision. Provided, however, nothing herein contained shall be construed so as to prohibit the Declarant from erecting temporary barriers or fences of chain link or similar materials in connection with the construction of dwelling units on the lots within the Subdivision or to prohibit the Declarant from erecting or placing any chain link fences within or around any common areas or retention areas located within the Subdivision.
- 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 13.** 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: (1) the location of such free-standing antenna is approved by the Architectural Control Committee and (2) 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.

**14.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material (except for sidewalks, fences and landscaping which Declarant or its successors or assigns may from time to time construct within the Plat Easements are referenced in these Restrictions) shall be placed or permitted to remain which any 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.

**15.** Water service for all lots shall be provided by a public or privately owned water system and the Owners of residences shall pay the monthly charges for such services as are from time to time imposed. All lots shall be serviced by septic tanks, the maintenance and repair of which shall be the responsibility and obligation of the lot Owner. In addition, Declarant has caused or may cause to be established, a "Municipal Service Taxing Unit" (MSTU) which may provide for one or more of the following: (a) the maintenance and upkeep of various tracts shown on the recorded plats of the Indian Ridge Subdivision, as more specifically set forth under the terms of the MSTU; (b) the construction of improvements and facilities (recreation, sidewalks, drainage, etc..) on and within various tracts and plat easement areas for the use and benefit of the Subdivision and the residents of the Subdivision and other phases (existing or future) of the Indian Ridge Subdivision; (c) the construction, operation and maintenance of street lighting for the Subdivision; and (d) any other purpose approved for the MSTU by the applicable governmental jurisdiction. The provisions of any such MSTU upon its establishment may place upon all residents of the Indian Ridge Subdivision the obligation of payment for the construction, maintenance and upkeep provided for under the MSTU. Upon its establishment, the specific terms of any such MSTU may be obtained from the applicable county department(s).

**16.** The covenants and restrictions set forth in these Restrictions shall run with and bind the land for a term of thirty (30) years from the date these Restrictions are recorded, after which time they shall be automatically extended for successive periods of ten (10) years. These Restrictions may be amended, in whole or in part, by an instrument signed by not less than seventy-five percent (75%) of the lot Owners; provided, however, so long as the Declarant is the owner of one or more lots within the Subdivision, any amendment shall require the written consent of the Declarant. Any amendment must be recorded in the Public Records of Osceola County, Florida.

**17.** 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, and the Declarant hereunder shall be entitled to recover from the person or persons violating these Restrictions any and all costs and fees associated with the enforcement of these Restrictions, including reasonable attorneys' fees.

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

IN WITNESS WHEREOF, THE GREATER CONSTRUCTION CORP. has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this day of 1991.

Signed, sealed and delivered in the presence of:  
THE GREATER CONSTRUCTION CORP.

Robert A. Mandell President