

CERTIFICATE OF AMENDMENTS

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CHELSEA RIDGE

Orange Co FL 2000-0215486
03252000 08:19:05am
DR Bk 6009 Pg 3143
Rec 10.50

THE UNDERSIGNED Officers of CHELSEA RIDGE HOMEOWNERS ASSOCIATION, INC., the not-for-profit Florida corporation organized and existing to operate and maintain the CHELSEA RIDGE subdivision, according to the Declaration of Covenants, Conditions and Restrictions thereof, as recorded in O.R. Book 4231, Page 1100, et. seq., Public Records of Orange County, Florida, hereby certify and confirm that the amendments set forth below were approved by not less than sixty percent (60%) of the lots, at a membership meeting called to order January 26, 2000 and adjourned to and reconvened on March 26, 2000.

Additions indicated by underlining
Deletions indicated by ~~strike-through~~
Unaffected, omitted, language indicated by ...

ARTICLE VII

RESTRICTIVE COVENANTS

The property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Developer and upon each and every owner who shall acquire a lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns as follows:

...

SECTION 14. Maintenance of Lots and Living Unit Exteriors. Once a Lot has been sold by the Developer, whether improved or not, it shall be maintained by the Lot Owner in good appearance to the standards established by the Association, to provide all exterior living unit maintenance including but not limited to: painting; removal of mildew, fungus or stains on roof shingles, driveway, walls, doors, garage doors, trim, concrete, stucco and siding; repair of driveway, walls, doors, garage doors, trim, concrete, stucco, siding, and fences, and shall be kept free from overgrowth and rubbish, free from lawn and garden pests (by the application of pesticides, if necessary), and free from dead foliage (which shall be removed upon its occurrence). In the event any Lot is not so maintained, then the Developer, his successors or assigns, or the Association shall have the right to enter upon said Lot for the purpose of cutting and removing such overgrowth, dead foliage, and rubbish, or the application of pesticide, maintenance and repair of the exterior of the living

This Instrument Prepared By:
C. JOHN CHRISTENSEN, ESQ.
Becker & Pollakoff, P.A.
500 Winderley Place, Suite 104
Maitland, FL 32751

unit and the expense thereof shall be charged to and paid by the Owner of such Lot. In the event said expense shall not be paid by said Owner within thirty (30) days after being provided with a written demand for payment, such expense shall be declared delinquent and shall, together with interest at the highest rate allowable by law and the cost of collection including reasonable attorneys' fees, shall become a continuing lien on the Lot which shall bind such Property in the hands of the Owner, his heirs, devisees, personal representatives and assigns. Such lien shall also be the personal obligation of the then Owner.

OR BR 6009 Pg 3144
Orange Co FL 2000-0215486
Recorded - Martha D. Haynie

...
(The remainder of the Declaration is unchanged.)

Executed this 10 day of April 2000.

Signed, sealed and delivered
in the presence of witnesses:

CHELSEA RIDGE HOMEOWNERS
ASSOCIATION, INC.

[Signature]
Print April Whitmore

By: [Signature]
Print Brian P. Forgue, President

[Signature]
Print Lynda McGee

Address _____

ATTEST:

[Signature]
Print April Whitmore

By: [Signature]
Print Elizabeth L. Collins
Secretary

[Signature]
Print Lynda McGee

Address 926 Ridgeland Court
Apopka, FL 32712

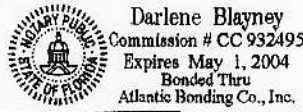
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF ORANGE)

BEFORE ME, the undersigned authority, personally appeared Brian P. Forgue and Elizabeth L. Collins, to me personally known to be the President and Secretary, respectively, of CHELSEA RIDGE HOMEOWNERS ASSOCIATION, INC., or having produced drivers licenses as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 11th day of May, 2000.

[Signature]
Notary Public, State of Florida at Large.
Printed Name: Darlene Blayney
My commission expires: 5/1/2004



CERTIFICATE OF AMENDMENTS

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CHELSEA RIDGE

THE UNDERSIGNED Officers of CHELSEA RIDGE HOMEOWNERS ASSOCIATION, INC., the not-for-profit Florida corporation organized and existing to operate and maintain the CHELSEA RIDGE subdivision, according to the Declaration of Covenants, Conditions and Restrictions thereof, as recorded in O.R. Book 4231, Page 1100, et. seq., Public Records of Orange County, Florida, hereby certify and confirm that the amendments set forth below were approved by not less than sixty percent (60%) of the lots.

Additions indicated by underlining
Deletions indicated by strike-through
Unaffected, omitted, language indicated by ...

ARTICLE II

ARCHITECTURAL REVIEW BOARD

...

SECTION 3. No Owner shall make or permit the making of any material alterations or substantial additions to his Living Unit, Lot, the Common Area, or in any manner change the exterior appearance of any portion of the Lot, Building, Living Unit, or Common Area, including but not limited to the exterior paint color thereto, adding decorative structures, wrought-iron grills, and the like, without first obtaining the written approval of the ARB, which addition or alteration may be denied if the ARB determines that the proposed addition or alteration would adversely affect, or in any manner be detrimental to, the property in part or in whole, including adverse aesthetic effect, which the ARB in its sole discretion shall determine. The ARB is hereby authorized to promulgate rules establishing specifications for approved exterior paint colors.

...

ARTICLE VII

RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Developer and upon each and every Owner who shall acquire a lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns as follows:

...

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C. JOHN CHRISTENSEN, ESQ.
Becker & Poliakoff, P.A.
500 Winderley Place, Suite 104
Maitland, FL 32751



SECTION 11. Game and Play Structures. With the exception of All basketball backboards which, upon prior written approval from the ARB, shall additionally be permitted to be located upon the driveway at the front of the dwelling, all and any other fixed game and play structures, including skateboard ramps, shall be located at the rear of the dwelling and not visible form the street. Treehouses or platforms of a like kind or nature will not be constructed on any part of the Lot located in front of the rear line of a Living Unit constructed thereon.

...

SECTION 14. Maintenance of Lots. Once a Lot has been sold by the Developer, whether improved or not, it shall be maintained in good appearance to the standards established by the Association, and shall be kept free from overgrowth and rubbish, free from lawn and garden pests (by the application of pesticides, if necessary), and free from dead foliage (which shall be removed upon its occurrence). In the event any Lot is not so maintained, then the Developer, his successors or assigns, or the Association shall have the right to enter upon said Lot for the purpose of cutting and removing such overgrowth, dead foliage, and rubbish, or the application of pesticide, and the expense thereof shall be charged to and paid by the Owner of such Lot. In the event said expense shall not be paid by said Owner within thirty (30) days after being provided with a written demand for payment, such expense shall be declared delinquent and shall, together with interest at the highest rate allowable by law and the cost of collection including reasonable attorneys' fees, shall become a continuing lien on the Lot which shall bind such Property in the hands of the Owner, his heirs, devisees, personal representatives and assigns. Such lien shall also be the personal obligation of the then Owner.

...

SECTION 16. Offensive Activity: Pets. No noxious or offensive activity shall be engaged in on any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other Owners in the neighborhood; and, further, no cows, cattle, goats, hogs, poultry or other like animals, wild animals or fowl shall be kept or raised on any Lot or any Living Unit; provided, however, that nothing herein shall prevent the keeping of a domestic pet; provided, however, all domestic pets shall either be kept on a leash or kept within an enclosed area. Domestic pets shall be leashed at all times whenever not contained within an enclosed area, and as otherwise required by Orange County. Any Owner or other resident who keeps any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association and each Owner free and harmless from any loss, claim or liability of any kind or character of whatever nature arising by the keeping or maintaining of such pet upon the Property. All pets shall be inoculated as required by law. Owners and Occupants shall be responsible for picking up all excrement deposited by any pet as soon as practicable. Failure to pick up and properly and promptly dispose of such excrement shall be prima facia evidence that such pet is causing an unreasonable disturbance or annoyance hereunder. The Board of Directors may order and enforce the removal of any pet which becomes a source of annoyance to other residents.

...

SECTION 18. Vehicles and Repair; Street Parking. No inoperative cars, trucks, campers, recreational vehicles, mobile homes, or boats or any other type of vehicles shall be allowed to remain on or adjacent to any portion of a Lot, including parking upon the driveway serving a Living Unit, for a period in excess of

forty-eight (48) hours; provided this provision shall not apply to any such vehicle being kept in an enclosed garage and shall not apply to street parking of such vehicles, addressed below. Standard passenger motor vehicles, other than these vehicles whose parking is specifically restricted in the sentence above, shall be permitted to park upon the driveway serving a Living Unit without restriction upon parking duration; provided that, such standard vehicles shall not be allowed to remain on or adjacent to any other portion of a lot for a period in excess of forty-eight (48) hours, except for street parking pursuant to the provisions below. There shall be no major repair performed on any type of motor vehicle on or adjacent to any portion of a Lot. ~~No boats, campers, or recreational vehicles shall be allowed to be parked for over forty-eight (48) hours in front of a Living Unit.~~ No motor vehicles of any type shall be parked upon the street in excess of five (5) hours for more than three (3) consecutive twenty-four (24) hour periods.

...

SECTION 22. Aerials. No exterior radio or television mast, tower, pole, wire, aerial, antenna or satellite receiving station or dish, antenna or appurtenances thereto, shall be erected on any Lot; ~~Common Area except that a master antenna or cable system or systems may be constructed and maintained by the Association or its designee.~~ Certain television, satellite, or other antenna systems may be erected or installed on a Lot or Living Unit subject to compliance with the following requirements:

A. Permitted antennae include (collectively hereinafter referred to as "antennae"):

1. Direct broadcast satellite dishes (DBS) that are one (1) meter in diameter or less.

2. Multi-channel, multi-point distribution service devices (MMDS) that are one (1) meter or less in diameter or diagonal measurement. Such devices may be mounted on "masts" to reach the height needed to establish line of sight contact with the transmitter provided no mast may be higher than twelve feet above the roof line of a Living Unit without prior written approval of the ARB.

3. Television broadcast antennae for local stations, which may be any reasonable size, which may be secured to a mast located no higher than twelve feet above the roof line of a Living Unit. Any mast located higher than twelve feet above the roof line must be approved in writing by the ARB.

B. Location of Antennae. To the extent feasible, all antennae must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community, so long as such placement will still permit reception of an acceptable quality signal. The ARB may promulgate rules regarding such antenna location.

C. Color and Screening of Antennae. All antennae shall be painted to blend into the background against which they are mounted for, so long as such paint will not interfere with an acceptable quality signal. All antennae shall be screened from view from neighboring properties, and pedestrian and vehicular access areas, with landscaping plants commonly used in or about the community at a height of at least 48 inches. Taller antennae shall be screened to their full height if reasonably practicable and if the screening would not impair the reception of an acceptable quality signal. The ARB may promulgate rules regarding such color and screening of antennae.

D. Safety Requirements. To safeguard the safety of the lot owner, occupants of the Living Unit in which the antenna is located, neighboring property owners, and other owners and members

Recorded - Martha O. Haynie

in the community, it shall be the obligation of the owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna.

...

(The remainder of the Declaration is unchanged.)

Executed this 22 day of May 1997.

Signed, sealed and delivered
in the presence of witnesses:

CHELSEA RIDGE HOMEOWNERS
ASSOCIATION, INC.

Brenda D. Fowler
Print BRENDA D. FOWLER

By: Julie Vandendriessche
Print Julie Vandendriessche, President
Address 2318 Ridgecreek Rd
Apopka FL 32712

Print _____

Paul S. DeChellis
Print PAUL S. DeChellis

ATTEST:
Don Crowley
By: Don Crowley
Print DONALD W. CROWLEY, Secretary
Address 920 RIDGE SPRING CT
APOPKA FL 32703-4687

Print _____

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF ORANGE)

BEFORE ME, the undersigned authority, personally appeared JULIE VANDENDRIESSCHE and DON CROWLEY, to me personally known to be the PRESIDENT and SECRETARY, respectively, of CRHO, INC., or having produced _____ as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 22 day of May, 1997.

Duane M. Crowley
Notary Public, State of Florida at Large.
Printed Name: _____
My commission expires _____

