

This instrument was prepared by: Kevin L. Edwards, Esquire BECKER & POLIAKOFF, P.A. 630 S. Orange Avenue Sarasota, Florida 34236

2002 OCT 10 04:05 PM KAREN E. RUSHING CLERK OF CIRCUIT COURT SARASOTA COUNTY, FLORIDA FMILLER Receipt#228366 2002 OCT 03 04:52 PM KAREN E. RUSHING CLERK OF CIRCUIT COURT SARASOTA COUNTY, FLORIDA MMARDEN Receipt#225322

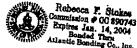


### CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF CHELMSFORD CLOSE, A CONDOMINIUM

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of Chelmsford Close, a Condominium, said Declaration-having been recorded in Official Records Book 2222 at page 1612 of the Public Records of Sarasota County, Florida, as amended, was duly adopted in the manner provided in the governing documents of the Association, at a meeting held November 30<sup>th</sup>, 2001. The undersigned further certify that institutional lenders holding first mortgages on the units have consented to the amendment per the consents attached hereto.

IN WITNESS WHEREOF, we have affixed our hands this and day of 500 2002, at Sarasota, Sarasota County, Florida.

CHELMSFORD CLOSE CONDOMINIUM ASSOCIATION, INC. Barbara Bates, President Rrinted Name Witness Signature Victora J.Hird Printed Name STATE OF FLORIDA COUNTY OF SARASOTA The foregoing instrument was acknowledged before me this and day of 2002 by Barbara Bates, as President of CHELMSFORD CLOSE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation who is personally known to me or has produced identification. If no type of identification is indicated, the above-named person is personally known to me. Notary Public Printed Name\_() State of Florida My Commission Expires







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2002 OCT 03 04:52 PM KAREN E. RUSHING CLERK OF CIRCUIT COURT SARASOTA COUNTY,FLORIDA

# TO SARASOTA COUNTY, FLORIDA DECLARATION OF CONDOMINIUM MARDEN Receipt#225322 OF

PROPOSED AMENDMENT

CHELMSFORD CLOSE, A CONDOMINIUM

NOTE:

1.

NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

Proposed amendment to Article 11, of the Declaration of Condominium to read as follows:

Insurance, Destruction and Reconstruction. As agent for and on behalf of the Unit Owners and their respective mortgagees, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company upon the insurable improvements of the Condominium, including Association Property, the Common Elements, the portions of the Units contributing to the structure of the condominium building, and the personal property of the Association, for the full replacement or insurable value thereof, provided the Board may exclude foundation and excavation costs in its discretion. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes, as the same may be amended or renumbered from time to time. The original policy of insurance shall be held by the Association, and Institutional Lenders shall be furnished, upon request, mortgage endorsements covering their respective interests. Each Unit Owner shall be responsible for insuring personal property located within the Unit; celling, floor and wall coverings; electrical/plumbing/telephone/television/bathroom fixtures, equipment and apparatus; appliances and kitchen equipment; air conditioning and heating equipment; hot-water heaters; built-in shelves, cabinets, counters, storage areas, closets, interior doors, walls, partitions and room dividers to the extent these items are located within the Unit boundaries; class or screened surfaces of windows, wood louvers, exterior doors, porches or lanais; and any improvements made within the Unit which are not covered by the Association policy. The owners shall also be responsible to insure any portion of the Condominium Property which may be removed from Association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes (2001). Notwithstanding the foregoing, any insurance otherwise regulred to be maintained by the Unit Owners by the terms hereof may be included in the insurance coverage purchased by the Association and paid for as part of the Common Expenses, if so authorized by the Association Board of Directors, unless prohibited by law, upon all of the insurable improvements of the entire condominium, including the Common-Elements and the respective Units and property of the Association, for the full replacement or insurable value thereof; provided however, the Association shall not be responsible for hazard insurance for floor coverings, walteoverings, or coiling coverings within individual units, which hazard incurance chall be the responsibility of the individual unit owner.

Risk of loss or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the Association's Common Elements or Association Property) belonging to or carried on the person of the unit owner, shall be borne by the unit owner. All furniture, furnishings and personal property constituting a portion of the common elements or Association Property and held for the joint use and benefit of all unit owners shall be covered by such insurance as shall be maintained in force and effect by Association as herein or hereinafter provided.

The word "building" in every hazard policy Issued to protect a condominium building does not include unit floor coverings, wall coverings, or ceiling coverings and does not include the following equipment if it is located within a unit and the unit owner is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters, built-in cabinets or any other item, personal property, fixture, appliance or equipment permitted to be excluded from the condominium's insurance policy pursuant to Florida Statutes. Section 718.111(11)(b), as same may be amended or renumbered from time to time.

(The remainder of Article 11 of the Declaration of Condominium shall remain unchanged.)

THE UNDERSIGNED, as beneficial bootster of one or more first mortgages on units at Chelmsford Close, a Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 2222, Page 1612, et seq., Public Records of Sarasota County, Florida, hereby consents to an amendment to Article 11 of the Declaration of Condominium, as adopted by the membership of the Association effective November 30, 2001.

IN WIT this instrumen of	nt to be exe	ecuted	by its under			utional mortg thorized offic		
•		BY:	Tamara M.	Aziz-Assi	stan	D Vice Presi	.dent	
STATE OF FI								
The foregoing by Tamara	M. Aziz			, 6	as A	esistant Vic	e Presiden	
*CMMC		1	a New Jer	sey		corporation	, on behalf	of the
corporation.	He/she	is	personally	known	to	me or identification	has pro	duced
identification i	s indicated	, the a	bove-name	d person i		sonally know		, ,
		•						

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\* Chase Manhattan Mortgage Corporation

THE UNDERSIGNED, as experimental problem of one or more first mortgages on units at Chelmsford Close, a Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 2222, Page 1612, et seq., Public Records of Sarasota County, Florida, hereby consents to an amendment to Article 11 of the Declaration of Condominium, as adopted by the membership of the Association effective November 30, 2001.

IN WITNESS WHEREOF, the undersigned institutional mortgagee has caused this instrument to be executed by its undersigned duly authorized officer this _26 day of, 2002.
BY: Tamara M. Aziz-Assistant Vice President STATE OF FLORIDA
COUNTY OF HILLSBOROUGH
The foregoing instrument was acknowledged before me this 26 day of 2002
by Tamara M. Aziz , as Assistant Vice President Of  *CMMC , a New Jersey corporation, on behalf of the  corporation He/she is personally known to me or has produced

101722\_I.DOC

\*Chase Manhattan Mortgage Corporation

THE UNDERSIGNED, as owner and holder of one or more first mortgages on units at Chelmsford Close, a Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 2222, Page 1612, et seq., Public Records of Sarasota County, Florida, hereby consents to an amendment to Article 11 of the Declaration of Condominium, as adopted by the membership of the Association effective November 30, 2001.

enective November 30, 2001.	
IN WITNESS WHEREOF, the undersigned institutional mortgagee has this instrument to be executed by its undersigned duly authorized officer this of, 2002.	as caused <u>ギ</u> ー day
BY:	
DONNA EVANS	
STATE OF FI SENIOR VICE PRE 1875 1975	
COUNTY OF Sarasota	
the foregoing instrument was acknowledged before me this $\frac{1}{2}$ day of $\frac{1}{2}$ by $\frac{1}{2}$ or $\frac{1}{2}$ as $\frac{1}{2}$ or $\frac{1}{2}$ corporation, on be	dent of
corporation. He/she is personally known to me, or has	produced
as identification. If n	o type of
identification is indicated, the above-named person is personally known to me	
OFFICIAL NOTARYSEAL RUTH E BLEAU NOTARY PUBLIC STATE OF FLORIDA  NOTARY PUBLIC STATE OF FLORIDA  Printed Name: Ruth EB/eA	<del></del>
COMMISSION NO. DD082187 MY COMMISSION EXP. MAR. 21,2006 State of   No. 1	
COMMISSION NO. DD082187 MY COMMISSION EXP. MAR. 21,2006  My Commission Expires 3 -2/-200-6	
•	

THE UNDERSIGNED, as owner and holder of one or more first mortgages on units at Chelmsford Close, a Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 2222, Page 1612, et seq., Public Records of Sarasota County, Florida, hereby consents to an amendment to Article 11 of the Declaration of Condominium, as adopted by the membership of the Association effective November 30, 2001.

	the Declaration of Condominium, as adopted by the membership of the Association effective November 30, 2001.
	IN WITNESS WHEREOF, the undersigned institutional mortgagee has caused this instrument to be executed by its undersigned duly authorized officer this 14th day
	of <u>June</u> , 2002.
	BY:
	DONNA EVANS
	STATE OF Florida SENIOR VICE PRESIDENT COUNTY OF SATESOTA
	The foregoing instrument was acknowledged before me this 14 day of June . 2002 by Dona Frank . as Senior Oice Resident of
	SUN Trust Bank, a Georgia corporation, on behalf of the
	corporation. I last is personally known to me, or has produced
	as identification. If no type of identification is indicated, the above-named person is personally known to me.
	Rent Esla
	Notary Public Roth EBles Orinted Name: Roth EBles
6.03	FUBLIC STATE OF FLORIDA  AMISSION NO. DIXES187  My Commission Expires 3-2/-2006  My Commission Expires 3-2/-2006
	<del></del>

THE UNDERSIGNED, as owner and holder of one or more first mortgages on units at Chelmsford Close, a Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 2222, Page 1612, et seq., Public Records of Sarasota County, Florida, hereby consents to an amendment to Article 11 of the Declaration of Condominium, as adopted by the membership of the Association effective November 30, 2001.

IN WITNESS WHEREOF, the undersigned institutional mortgagee has caused
this instrument to be executed by its undersigned duly authorized officer this $\underline{\varphi^h}$ day
of <u>Tre</u> , 2002.
BY:
DONNA EVANS
STATE OF PT SENIOR VICE PRESIDENT
COUNTY OF Sarajotz
77 5 1 5 1
The foregoing instrument was acknowledged before me this \( \frac{1}{2} \) day of \( \frac{1}{2} \) ve 2002
by Donna Evans, as Sr. vice President of
S.M. Truit Bank, a Ceorgia corporation, on behalf of the
corporation. He/she is personally known to me or has produced
as identification. If no type of
identification is indicated, the above-named person is personally known to me.
for of & Blow -
OFFICIAL NOTARYSEAL NOTARYSEAL NOTARYSEAL NOTARYSEAL NOTARYSEAL
OFFICIAL NOTARY SEAL NOTARY PUBLIC RUTHE BLEAU Printed Name: Ruth E Ble AU
CCMMMSSION NO. DD092187  MY CCMMISSION EXP. MAR. 21,2006  My Commission Expires 3-2/-2006
wy Commasion Expires 3 200 C

UW8981857

THE UNDERSIGNED, as owner and holder of one or more first mortgages on units at Chelmsford Close, a Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 2222, Page 1612, et seq., Public Records of Sarasota County, Florida, hereby consents to an amendment to Article 11 of the Declaration of Condominium, as adopted by the membership of the Association effective November 30, 2001.

IN WITNESS WHEREOF, the undersigned institutional mortgagee has caused this instrument to be executed by its undersigned duly authorized officer this _/57 day of, 2002.
By Eulona.
STATE OF Vigenia COUNTY OF City of Richmond
The foregoing instrument was acknowledged before me this 1 day of July . 2002 by Jacks Immiller , as Vice President of Shatingth Myshanc , a Virginia corporation, on behalf of the
corporation. He/she is personally known to me or has produced as identification. If no type of
identification is indicated, the above-named person is personally known to me.
Groning M. Hall
Notary Public (Nov. 110)
Printed Name: Own Iw Mitaul
State of Vivol' \( \text{No.} \)  My Commission Expires 11 (2)
I was commissioned a notary
Public as Konga M. Kurtore.
$\mathcal{C}$

0007129711

THE UNDERSIGNED, as owner and holder of one or more first mortgages on units at Chelmsford Close, a Condominium, according to the Declaration of

Condominium thereof, as recorded in O.R. Book 2222, Page 1612, et seq., Public Records of Sarasota County, Florida, hereby consents to an amendment to Article 11 of the Declaration of Condominium, as adopted by the membership of the Association effective November 30, 2001. IN WITNESS WHEREOF, the undersigned institutional mortgagee has caused this instrument to be executed by its undersigned duly authorized officer this 20th day BY STATE OF Vi ruinio COUNTY OF City of Richios The foregoing instrument was acknowledged before me this 20 day of Just by Jackic CMiller, as Vice President by Jackic Santrart Mortgage Inc., a. corporation, on behalf of the personally known corporation. He/she to me or has produced is as identification. If no type of identification is indicated, the above-named person is personally known to me. (Ueliosak) 1. Attimmann Notary Public Printed Name: Deborah State of VA 9130/03 My Commission Expires 101722\_LDOC

THE UNDERSIGNED, as owner and holder of one or more first mortgages on units at Chelmsford Close, a Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 2222, Page 1612, et seq., Public Records of Sarasota County, Florida, hereby consents to an amendment to Article 11 of the Declaration of Condominium, as adopted by the membership of the Association effective November 30, 2001.

IN WITNESS WHEREOF, the undersigned institutional mortgagee has caused
this instrument to be executed by its undersigned duly authorized officer this day
of June 2002.
BY: // My / The State of the St
STATE OF All Dama GROUP Vice PRESIDENT
STATE OF Alabama County of Jefferson
COUNTY OF Jetterson
The foregoing instrument was acknowledged before me this 20 day of JUNE. 2002
by clohn k Day as Group U.P. of
SouthTrust Dank, a corporation, on behalf of the
corporation. He/she is personally known to me or has produced
as identification, if no type of
identification is indicated, the above-named person is personally known to me.
I o Tm
Country Trige
Notary Public
Printed Name: Linda F. Myers
State of Alabama
My Commission Expires MY COMMISSION EXPIRES MAY 30, 2005.
مساقعتان

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UNIT #58

THE UNDERSIGNED, as owner and holder of one or more first mortgages on units at Chelmsford Close, a Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 2222, Page 1612, et seq., Public Records of Sarasota County, Florida, hereby consents to an amendment to Article 11 of the Declaration of Condominium, as adopted by the membership of the Association effective November 30, 2001.

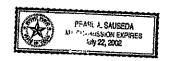
IN WITNESS WHEREOF, the undersigned institutional mortgagee has caused this instrument to be executed by its undersigned duly authorized officer this 27th day of
STATE OF COUNTY OF
The foregoing instrument was acknowledged before me this Alfalay of Line . 2002 by Karen Ziegler as Vice President of PHH Manager Sewices, a New Jersey corporation, on behalf of the corporation. He/she is personally known to me or has produced as identification is indicated, the above-named person is personally known to me.  Notary Public Printed Name: BRENDA ROSTROM State of My Commission Expires
BRENDA ROSTROM  NÖTARY PUBLIC OF NEW JERSEY  MY COMMISSION EXPIRES 01/29/2007

THE UNDERSIGNED, as owner and holder of one or more first mortgages on units at Chelmsford Close, a Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 2222, Page 1612, et seq., Public Records of Sarasota County, Florida, hereby consents to an amendment to Article 11 of the Declaration of Condominium, as adopted by the membership of the Association effective November 30, 2001.

IN WITNESS WHEREOF, the undersigned institutional mortgagee has caused this instrument to be executed by its undersigned duly authorized officer this APP day , 2002. MIRELLA PRESTIA NOTARY PUBLIC
COUNTY OF WESTCHESTER
STATE OF NY
LIC # 01PR5023009 STATE OF COUNTY OF The foregoing instrument was acknowledged Bellistome this by <u>Orums Sementill'</u>, as <u>S</u> NONTFOODS FRU corporation, on behalf of the , a NOV-PROPE corporation.
DRIVEASI He/she produced is personally known to me OF has identification. If no type of eron De as identification is indicated, the above-named person is personally known to me. Notary Public Printed Name: State of M My Commission Expires

THE UNDERSIGNED, as owner and holder of one or more first mortgages on

units at Chelmsford Close, a Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 2222, Page 1612, et seq., Public Records of Sarasota County, Florida, hereby consents to an amendment to Article 11 of the Declaration of Condominium, as adopted by the membership of the Association effective November 30, 2001.	
IN WITNESS WHEREOF, the undersigned institutional mortgagee has caused this instrument to be executed by its undersigned duly authorized officer this day of, 2002.	
BY: Se Portobe	
Jøg Partida STATE OF COUNTY OF	
The foregoing instrument was acknowledged before me this 18 day of 2002 by for	
HomeSide Lending, a corporation, on behalf of the corporation. He/she is personally known to me or has produced as identification. If no type of identification is indicated, the above-named person is personally known to me.	
Notary Public Printed Name: Pearl Sauseda State of Texas My Commission Expires	$\mathcal{C}$



THE UNDERSIGNED, as owner and holder of one or more first mortgages on units at Chelmsford Close, a Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 2222, Page 1612, et seq., Public Records of Sarasota County, Florida, hereby consents to an amendment to Article 11 of the Declaration of Condominium, as adopted by the membership of the Association effective November 30, 2001.

IN WITNESS WHEREOF, the undersigned institutional mortgagee has caused
this instrument to be executed by its undersigned duly authorized officer this 12 day
of July 2002
AGE O
GMAC MORAGAGE CORPORATION
GMAC MORPGAGE CORPORATION
1 TATA
BY: \\ \mathcal{FULL} \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\
Roberta Pettengill, Limited Signing Officer &
BY: At the state of IOWA COUNTY OF BLACK HAWK
OCHECO DIAMENTO
COUNTY OF BLACK HAWK
The foregoing instrument was acknowledged before me this 12 day of 2002
by Roberta Pettengill , as Limited Signing Officer of CMAC Mortgage Corporation , a Pennsylvania corporation, on behalf of the
corporation, or benalt of the
corporation. He/she is personally known to me or has produced
as identification. If no type of
identification is indicated, the above-named person is personally known to me.
Linda R Miller
Notary Public
Printed Name: Linda R. Miller
State of Towa
- ·-···· - ·
My Commission Expires 9-2-2002
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LINDA R. MILLER NOTARIAL SEAL - STATE OF IOWA
I marchetopicki Nilitarrii 2240V6 I
AV COMMISSION EXPIRES SEPT. 2, 2002

THE UNDERSIGNED, as owner and holder of one or more first mortgages on units at Chelmsford Close, a Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 2222, Page 1612, et seq., Public Records of Sarasota County, Florida, hereby consents to an amendment to Article 11 of the Declaration of Condominium, as adopted by the membership of the Association

effective November 30, 2001. IN WITNESS WHEREOF, the undersigned institutional mortgagee has caused this instrument to be executed by its undersigned duly authorized officer this 20 th day of JUNE \_, 2002. STATE OF ILLINOIS COUNTY OF LAKE The foregoing instrument was acknowledged before me this 20 day of June . 2002 as ADFFICER by JAIME L. WAShingTON MUTUAL, a ILLINOIS corporation, on behalf of the corporation. He/she or has produced ÍS personally known to me LICENSE as identification. If no type of DRIVERS identification is indicated, the above-named person is personally known to me. Notary Public Printed Name: State of My Commission Expires

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OFFICIAL SEAL LINDA BUEHLER PARY PUBLIC, STATE OF REINOR COMMISSION EXPIRES:07/23/60

### SIXTEENTS AMENDMENT TO DECLARATION OF CONDONINIUM OF

CHELMSFORD CLOSE, a Condominium

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nen ar ruppe trouphro, that HUMANUE SUMED OF FINALIA, INC., f/k/a MOMARCH HOMES OF SARASOTA, INC., a Florida corporation, hereinafter called Developer, does hereby amend that certain Declaration of Condominium recorded in Official Record Book 2222, at pages 1617 through 1661, inclusive, and amended at O.R. Book 2225, page 2078, O.R. Book 2251, page 1145, O.R. Book 2256, page 591, O.R. Book 2281, page 2313, O.R. Book 2281, page 2323, O.R. Book 2285, page 2542, O.R. Book 2297, page 2302, O.R. Book 2318, page 2823, O.R. Book 2333, page 1197, O.R. Book 2338, page 518, O.R. Book 2360, page 433, O.R. Book 2485, page 1449, O.R. Book 2505, page 1962, and O.R. Book 2575, page 448, of the Public Records of Sarasota County, Florida, pursuant to the provisions of Paragraph 17 of said Declaration and pursuant to Section 718.104, Florida Statutes, for the purpose of placing of record tha Surveyor's Certificate of Substantial Completion of Condominium Unit(s) 55, 56, 57, 58, 59 and 60.

The Condominium Plat of CERLMSFORD CLOSE recorded in Condominium Book 28, pages 44, 44A through 44F, inclusive, of the Public Records of Sarascta County, Florida, as previously amended, is hereby amended in accordance with the Certificate of Surveyor attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its corporate officer and its corporate seal affixed hereto this 30th day of November, 1993.

Signed, sealed and delivered in the presence of:

\* (Frint Name of Witness) STATE OF FLORIDA COUNTY OF SARASOTA

HONARCH HOMES OF FLORIDA, INC. 1/k/a HOHARCE HOHRS OF SARASOTA, INC. Robert Glants,

Address: 1901 Longmeadow Ad. Sarasota, FL 34235

(CORPORATE SEAL)

The foregoing instrument was acknowledged before me this 30th day of <u>Manager</u>, 1993, by Robert Glantz, as Manager of Monarch Homes of Plorida, Inc., a Florida corporation, formerly known as Monarch Homes of Sarasota, Inc., on behalf of the corporation, who is personally known to me and who did-not take an oath...

(TARIATION SEAL)

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\* Phyllipla, Read \* (Print Name of Notary Public

Notary Public - State of Florida Hv Commission Exp (1984) Public State of Florida

stolic State of Plantide at I. Hart Capesa November ! Hy Commission Exp

Preparéd by: TINOTHY S. SHAW, Req. KIRK PINKERTON . O. Box 3798 Barasota, FL 34230 pi/momost/.../rholast.m

### CERTIFICATE OF SURVEYOR

I, Ill \_\_\_\_\_\_ negretered Land Surveyor, hereby certify that:

- This certificate is made with respect to Unit(s) 55, 56, 57, 56, 59 and 60, located in CHELMSFORD CLOSE, Phase 2, a condominium, as shown on the condominium plat recorded in Condominium Book 30, Pages 5 through 5F, Public Records of Sarasota County, Florida, as assended.
- The construction of the improvements in which said unit(s) are located is substantially complete.
- 3. The plat, as previously smended, and as further amended by the matters set forth on Sheet(s) 5 and 7 attached hereto, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of said unit(s).
- 4. As to said unit(s), the identification, location and dimensions of the common elements of such unit(s) can be determined from the plat, as amended, and the provisions of said Declaration.
- 5. All planned improvements, including but not limited to, landscaping, utility services and access to said unit(s), and common element facilities serving the buildings in which said units are located, have been substantially completed.

BISHOP & ASSOCIATES Consulting Engineers - Surveyors 78 Sarasota Center Boulevard Sarasota, Florida 34240

By: Dennis R. Hoover, P.L.S.

R.L.S. Florida Certificate No. 4419

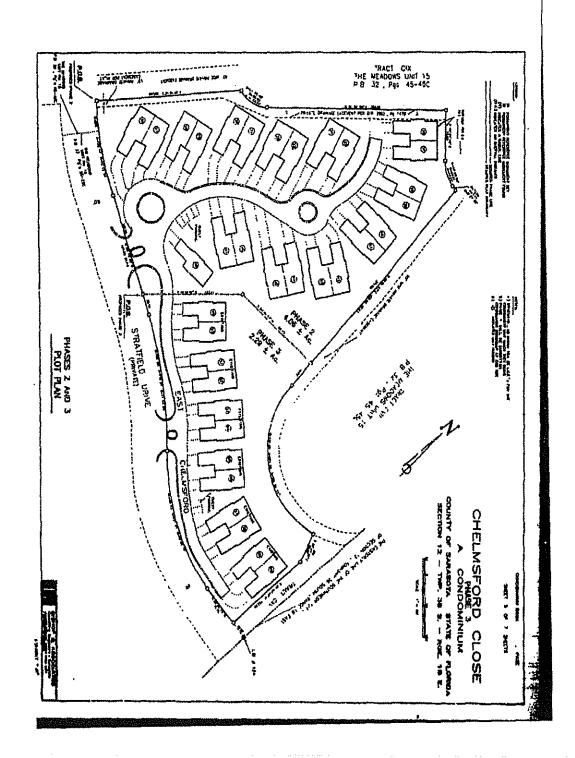
Date: Nov. 30, 1993

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SIXTEENTE AMENDMENT TO DECLARATION OF CONDOMINIUM OF

CHELMSFORD CLOSE, a Condominium

97149924

KNOW ALL MEN BY THESE PRESENTS, that MONARCH HOMES OF FLORIDA, INC., f/k/a MONARCH HOMES OF SARASOTA, INC., a Florida corporation, hereinafter called Daveloper, does hereby amend that certain Declaration of Condominium recorded in Official Record Book 2222, at pages 1612 through 1661, inclusive, and amended at O.R. Book 2225, page 2078, O.R. Book 2251, page 1145, O.R. Book 2256, page 591, O.R. Book 2281, page 2313, O.R. Book 2281, page 2323, O.R. Book 2285, page 2542, O.R. Book 2297, page 2302, O.R. Book 2318, page 2823, O.R. Book 2333, page 1197, O.R. Book 2338, page 518, O.R. Book 2360, page 433, O.R. Book 2485, page 1449, O.R. Book 2505, page 1962, and O.R. Book 2575, page 448, of the Public Records of Sarasota County, Florida, pursuant to the provisions of Paragraph 17 of said Declaration and pursuant to Section 718.104, Florida Statutes, for the purpose of placing of record the Surveyor's Certificate of Substantial Completion of Condominium Unit(s) 55, 56, 57, 58, 59 and 60.

The Condominium Plat of CHELMSFORD CLOSE recorded in Condominium Book 28, pages 44, 44A through 44F, inclusive, of the Public Records of Sarasota County, Florida, as previously amended, is hereby amended in accordance with the Certificate of Surveyor attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its corporate officer and its corporate seal affixed hereto this 30th day of November, 1993.

signed, sealed and delivered in the presence of:

tothand tickera

Stacy Fastion

Stacy Fastion

(Print Name of Witness)

STATE OF PLORIDA COUNTY OF SARASOTA HOMARCH HOMES OF FLORIDA, INC. 1/k/a HOMARCH HOMES OF SARASOTA, INC.

Robert Glants, Manager

Address: 1901 Longmeadow Rd. Sarasota, FL 34235

(CORPORATE SEAL)

the foregoing instrument was acknowledged before me this 30th day of November 1993, by Robert Glantz, as Manager of Monarch Homes of Florida, Inc., a Florida corporation, formerly known as Monarch Homes of Sarasota, Inc., on behalf of the corporation, who is personally known to me and who did not take an arth.

WHOTARIAL SEAL)

Prepared by: TIMOTHY S. SHAW, Esq. RIRK PINKERTON P. O. Box 3798

Sarasota, FL 34230 g/document/...\rbelnes2.es

\* Phyllis A. Reed
\*(Frint Name of Notary Public)
Notary Public - State of Florida
My Commission Explain Public Safe of Florida attempt
Commission Number Commission types 1: 155
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THIS SIXTEENTH AMENDMENT IS BEING RE-RECORDED TO CORRECT A SCRIVENER'S ERROR ON PAGE 2 TO CORRECTLY IDENTIFY THAT THE UNITS ARE CONTAINED IN PHASE 3.

### CHRIFICATE OF SURVEYOR

- I, the undersigned Registered Land Surveyor, hereby certify that:
- This certificate is made with respect to Unit(s) 55, 56, 57, 58, 59 and 60, located in CHELMSFORD CLOSE, Phase 2, a condominium, as shown on the condominium plat recorded in Condominium Book 30, Pages 5 through 5F, Public Records of Sarasota County, Florida, as amended.
- The construction of the improvements in which said unit(s) are located is substantially complete.
- 3. The plat, as previously amended, and as further amended by the matters set forth on Sheet(s) 5 and 7 attached hereto, together with the provisions of the Daclaration describing the condominium property, is an accurate representation of the location and dimensions of said unit(s).
- 4. As to said unit(s), the identification, location and dimensions of the common elements of such unit(s) can be determined from the plat, as amended, and the provisions of said Declaration.
- 5. All planned improvements, including but not limited to, landscaping, utility services and access to said unit(s), and common element facilities serving the buildings in which waid units are located, have been substantially completed.

BISHOP & ASSOCIATES Consulting Engineers - Surveyors 78 Sarasota Center Boulevard Sarasota, Florida 34240

By: Dennis R. Hoover, P.L.S.

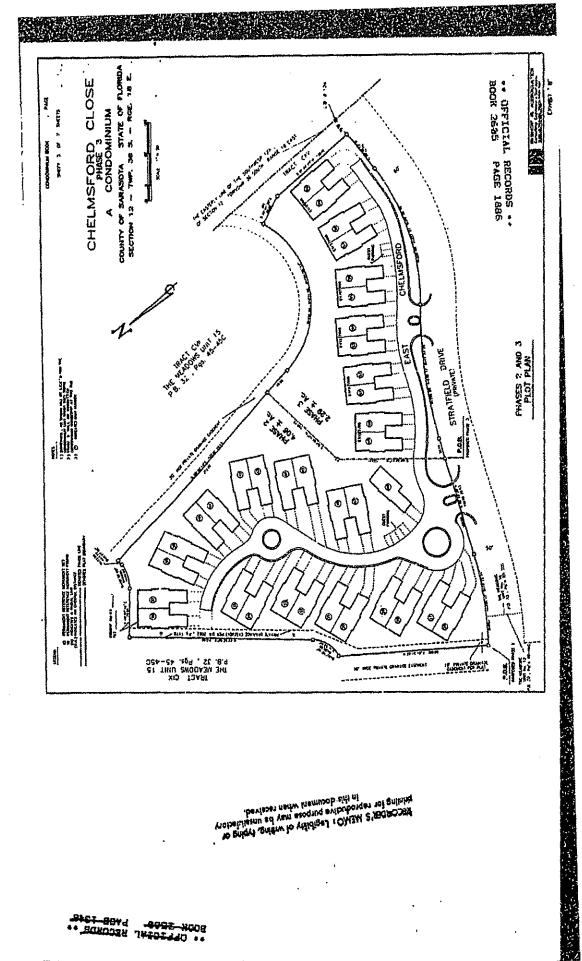
R.L.S. Florida Certificate No. 4419

Date: Nov. 30, 1993

FPL/ml (Legal\#23\L2043)



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PRIPARED BY: DIMOTHY S. SHAW, ESCUIRE KIPK FORERTON, P.A. TOTAVA JEHAND HEROZ OST 112 SHEADOLA FLORIDA JEGG

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### DECLARATION OF CONDUMENTUM

QZ

### CHELKSFORD CLOSE

KNOW ALL HEN BY THESE PRESENTS, that MONARCH BUNES OF PLORIDA, INC., a Florida Corporation (f/k/a Monarch Homes of Sarasota, Inc.), hereinafter called Developer, does hereby amend that certain Declaration of Condominium of CHELMSFORD CLOSE recorded in Official Records Book 2222, Page 1612, of the Public Records of Sarasota County, Florida, pursuant to the provisions of said Declaration and pursuant to Section 718.403, Plorida Statutes, for the purpose of adding additional phases to said condominium.

- 1. PHASE ADDED TO CONDOMINIUM. The lands described in Exhibit "A" attached hereto which is known as Phase 3 which includes twelve (12) condominium Units are hereby submitted to condominium ownership and added to CHELMSFORD CLOSE, a Condominium. The lands hereby submitted to condominium ownership shall be subject to the terms, provisions, conditions, restrictions and assessments provided in the Declaration of Condominium of CHELMSFORD CLORE recorded in Official Records Book 2222, Page 1612, of the Fublic Records of Sarasota County, Florida, as thereafter amended from time to time. Upon this submission of Phase 3 to condominium ownership, each condominium Unit in CHELMSFORD CLOSE, a Condominium, shall have a 1/60th interest in the Common Elements and the Common Surplus, and shall be liable for a 1/60th share of the Common Expenses.
- MERGER OF COMMON ELEMENTS. The Common Blemente of Phase 3 are hereby merged with the Common Elements of CHELMSFORD CLOSE and are a part of one condominium known as CHELMSFORD CLOSE, a Condominium.
- 3. <u>VOTING RIGHTS</u>. All persons owing a vested present interest in the fee title to any of the condominium Units in Phase 3 are automatically members of CHRIMSFORD CLOSE CONDOMINIUM ASSOCIATION, INC. Such condominium Unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one condominium Unit or that condominium Unit may be combined together and occupied by one owner.
- 4. BINDING EFFECT. All provisions of this Amendment and the attached Amendment to Plat of CHELMSFORD CLOSS shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration of Condominium of CHELMSFORD CLOSE, a Condominium, is duly revoked and terminated. Except as may be otherwise provided herein, the terms and provisions of the Declaration of Condominium of CHELMSFORD CLOSE, shall remain in full force and effect.
- IDENTIFICATION OF UNITS. Upon this submission of Phase 3 to condominium ownership, the condominium Units within Phase 3 shall be identified as Unit Nos. 49 through 60, inclusive, as shown on Exhibit "B" attached to the original Declaration of Condominium.

BOOK 2575 PAGE 449

IN WITHESS WHEREOF, the undersigned has executed this Amendment to Declaration of Condominium of CHELMSFORD CLOSE, this day of SEPTEMBER, 1993.

Signed, sealed and delivered in the presence of:

MONARCH BONES OF FLORIDA, INC., a Plorida Corporation (f/k/a Monarch Bones of Sarasota, Inc.)

**1** By

ROBERT GLANTE, MANAGER

(CORPORATE SEAL)

STATE OF FLORIDA COUNTY OF SARASOTA

The foregoing Amendment to Declaration of Condominium was acknowledged before me this /4f day of SHPTHHBER, 1993, by ROBERT GLANTZ, as MANAGER of MONARCH HOMES OF FLORIDA, INC., a Florida corporation (f/k/a Monarch Homes of Sarasota, Inc.), on behalf of the corporation. He is personally known to me or has produced

as identification.

(NOTARIAL SEAL)

\* Payl' S A. ABAR' (Print Name of Notary Public) Notary Public - State of Plorida My Commission Expires: My Commission Number:

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Hater Public State of Florida at Large My Commission Farma Neventer 21, 1990 Bonded By Asina Cheunty & Surafy Co. PHASE 3

[LANOS TO SK SUBMITTED AS PART OF THIS PLAT]

A PORTION OF THE AFOREMENTIONED PARCEL "KK" DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF THE AFOREMENTIONED PARCEL "HH", THAT LIES ON THE MORTHERLY RIGHT-OF-WAY OF STRAT-FIELD DRIVE (60 FEET MIDE PRIVATE RIGHT-OF-WAY), SA7D POINT ALSO LYING ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 565 FEET AND A CENTRAL ANGLE OF 26\*35'24", AND MHOSE CENTER BEARS MORTH 50\*45'01" EAST, 165.49 FEET TO A POINT OF TAMGENCY; THENCE SOUTH 66\*10'20" EAST, 196.08 FEET FOR A POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE, LEAVING SAID HORTHERLY RIGHT-OF-WAY LINE OF STRATFIELD DRIVE, MORTH 40\*50'51" EAST, 183.41 FRET; THENCE HORTH 84\*04'07" EAST, 160.19 FEET, THENCE SOUTH 65\*35'13" EAST, 49.00 FEET TO THE FOINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, AND A CENTRAL ANGLE OF 104\*52'11", WHOSE CENTER BEARS MORTH 84\*04'47" EAST, 150.00 FEET; THENCE, IN A SOUTHEASTERLY AND MORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 274.35 FEET TO A POINT; THENCE SOUTH 20\*47'25" EAST, ALONG A RADIAL LINE, 50.00 FEET; THENCE SOUTH 20\*47'25" EAST, ALONG A RADIAL LINE, 50.00 FEET; THENCE SOUTH 20\*47'25" EAST, ALONG A RADIAL LINE, 50.00 FEET; THENCE SOUTH 20\*47'25" EAST, ALONG A RADIAL LINE OF STRATFIELD DRIVE; THENCE MORTH 68\*55'13" WEST, ALONG SAID MORTHERLY RIGHT-OF-WAY, 71.75 FEET TO THE FOINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 335.00 FEET AND A CENTRAL ANGLE OF 40\*38'18"; THENCE, IN A HORTHHESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 237.61 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 790.00 FEET AND A CENTRAL ANGLE OF 17\*51'25", 216.57 FEET TO A POINT OF TANGENCY; THENCE NORTH 66\*10'20" WEST, 33.10 FEET TO THE POINT OF TANGENCY; THENCE NORTH 66\*10'20" WEST, 33.10 FEET TO THE POINT OF TANGENCY; THENCE NORTH 66\*10'20" WEST, 33.10 FEET TO THE POINT OF BEGINNING OF PHASE 3 AND CONTAINING 2.29 ACRES MORE OR LESS.

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### FOURTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF

CHELMSFORD CLOSE, a Condominium

93071384

KNOW ALL HEN BY THESE PRESENTS, that MONARCH HOMES OF FLORIDA, INC., f/k/a MONARCH HOMES OF SARASOTA, INC., a Florida corporation, hereinafter called Developer, does hereby amend that certain Declaration of Condominium recorded in Official Record Book 2222, at pages 1612 through 1661, inclusive, and amended at O.R. Book 2225, page 2076, O.R. Book 2251, page 1145, O.R. Book 2256, page 591, O.R. Book 2281, page 2313, O.R. Book 2281, page 2323, O.R. Book 2285, page 2542, O.R. Book 2297, page 2302, O.R. Book 2318, page 2823, O.R. Book 2333, page 1197, O.R. Book 2338, page 518, O.R. Book 2360, page 433, O.R. Book 2485, page 1449, and O.R. Book 2505, page 1962, of the Public Records of Sarasota County, Florida, pursuant to the provisions of Paragraph 17 of said Declaration and pursuant to Section 718.104, Florida Statutes, for the purpose of placing of record the Surveyor's Certificate of Substantial Completion of Condominium Unit(s) 46, 47 and 48.

The Condominium Plat of CHELMSFORD CLOSE recorded in Condominium Book 28, pages 44, 44A through 44F, inclusive, of the Public Records of Sarasota County, Florida, as previously amended, is hereby amended in accordance with the Certificate of Surveyor attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its corporate officer and its corporate seal affixed hereto this \_ \(\(\rho\)\_ day of June, 1993.

Signed, sealed and delivered

presence of:

STATE OF FLORIDA COUNTY OF SARASOTA HONARCE HOMES OF FLORIDA f/k/a HONARCH BONES

Address: 1901 Longmeadow Sarasota, FL 34235

(CORPORATE SEAL)

The foregoing instrument was acknowledged before me this day of June, 1993, by Robert Glantz, as Manager of Monarch Homes of Florida, Inc., a Florida corporation, formerly known as Monarch Homes of Sarasota, Inc., on behalf of the corporation, who is personally known to me and who did not take an oath.

(NOTARIAL BEAL)

\* Fireboon's Robin \* (Print Name of Notary Notary Public - State of Florida My Commission Expires

Commission Number

Prepared by: (%)
TIMOTHY S. SHAW, Esq. KIRK PINKERTON P. C. Box 3798 Sarasota, FL 34230 gr\document\...\chelms12.em

HOTARY PUBLIC STATE OF FLORIDA' BOXCIO THRU GENERAL INS. U

### CERTIFICATE OF SURVEYOR

- I, the undersigned Registered Land Surveyor, hereby certify that:
- This certificate is made with respect to Unit(s) 46, 47, and 48, located in CHELMSFORD CLOSE, Phase 2, a condominium, as shown on the condominium plat recorded in Condominium Book 29, Pages 20 through 20F, Public Records of Sarasota County, Florida, as amended.
- The construction of the improvements in which said unit(s) are located is substantially complete.
- 3. The plat, as previously amended, and as further amended by the matters set forth on Sheet(s) 5 and 7 attached hereto, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of said unit(s).
- 4. As to said unit(s), the identification, location and dimensions of the common elements of such unit(s) can be determined from the plat, as amended, and the provisions of said Declaration.
- 5. All planned improvements, including but not limited to, landscaping, utility services and access to said unit(s), and common element facilities serving the buildings in which said units are located, have been substantially completed.

BISHOP & ASSOCIATES
Consulting Engineers - Surveyors
78 Sarasota Center Boulevard
Sarasota Florida 34240

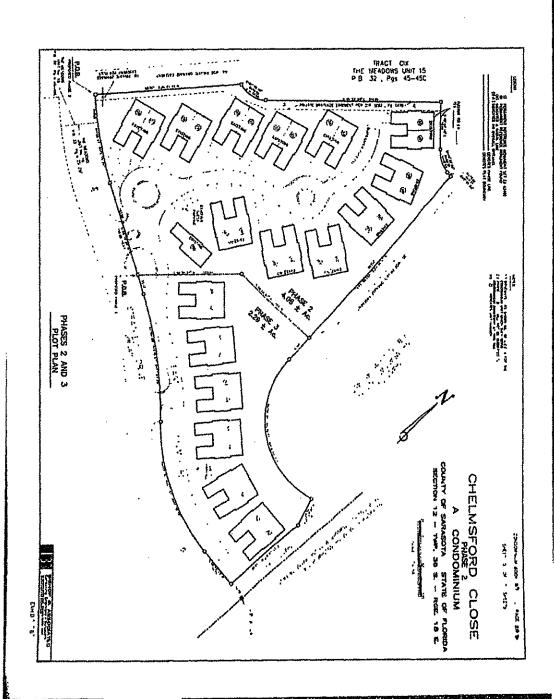
By: Dennis R. Hoover, P.L.S

R.L.S. Florida' Certificate No. 4419

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### THIRTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF

CHELMSFORD CLOSE, a Condominium

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KNOW ALL MEN BY THESE PRESENTS, that MONARCH HOMES OF FLORIDA, INC., f/k/a MONARCH HOMES OF SARASOTA, INC., a Plorida corporation, hereinafter called Developer, does hereby amend that certain Declaration of Condominium recorded in Official Record Book 2222, at pages 1612 through 1661, inclusive, and amended at O.R. Book 2225, page 2078, O.R. Book 2251, page 1145, O.R. Book 2256, page 591, O.R. Book 2281, page 2313, O.R. Book 2281, page 2323, O.R. Book 2285, page 2542, O.R. Book 2297, page 2302, O.R. Book 2318, page 2823, O.R. Book 2333, page 1197, O.R. Book 2338, page 518, O.R. Book 2360, page 433, and O.R. Book 2485, page 1449, of the Public Records of Sarasota County, Florida, pursuant to the provisions of Paragraph 17 of said Declaration and pursuant to Section 718.104, Florida Statutes, for the purpose of placing of record the Plat of Phase 3, of Chelmsford Close, a Condominium, which amends the plat and contains the Surveyor's Certificate of Substantial Completion of Condominium Unit(s) 49 and 50.

The Condominium Plat of CHELMSFORD CLOSE recorded in Condominium Book 28, pages 44, 44A through 44F, inclusive, of the Public Records of Sarasota County, Florida, as previously amended, is hereby amended by the Plat of Phase 3 of Chelmsford Close, a Condominium, attached hereto.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its corporate officer and its corporate seal affixed hereto this 6th day of May, 1993.

the presence of:

Signed, sealed and delivered

MONARCH HOMES OF FLORIDA, INC. 1/k/a HOMARCH HOMES OF SARASOTA, INC.

Address: 1901 Longmandow Rd. Sarasota, YL 34235

(CORPORATE SEAL)

Robert Glants, Mana

\*(Print Name of Witness)

STATE OF FLORIDA COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this May day of , 1993, by Robert Glantz, as Manager of Monarch Homes of Florida, Inc., a Florida corporation, formerly known as Monarch Homes of Sarasota, Inc., on behalf of the corporation, who is personally known to me and who did not take an oath.

(NOTARIAL SEAL)

CHECHONIE PANIARON (Print Name of Notary Public) Notary Public - State of Florida My Commission Expires Commission Number

Prepared by: TIMOTHY S. SHAW, Esq. KIRK PINKERTON P. O. Box 3798 Saragota, FL 34230 gr/document/.../chelme12.es

NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP. JUNE 4, 1994 BONDED THRU SEMERAL INS. UND.

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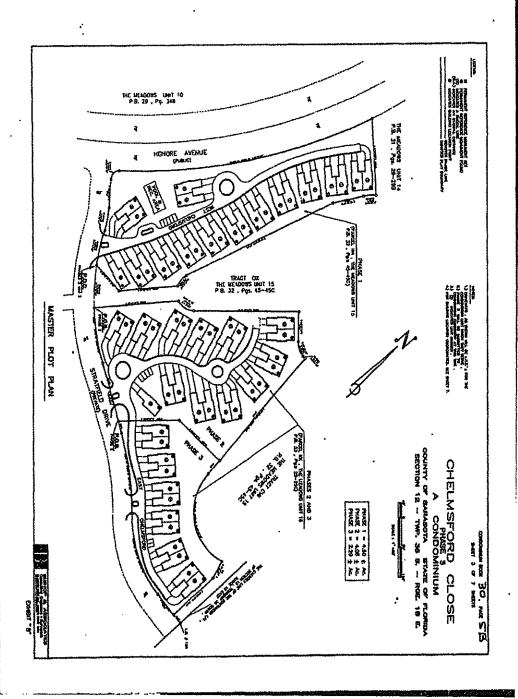
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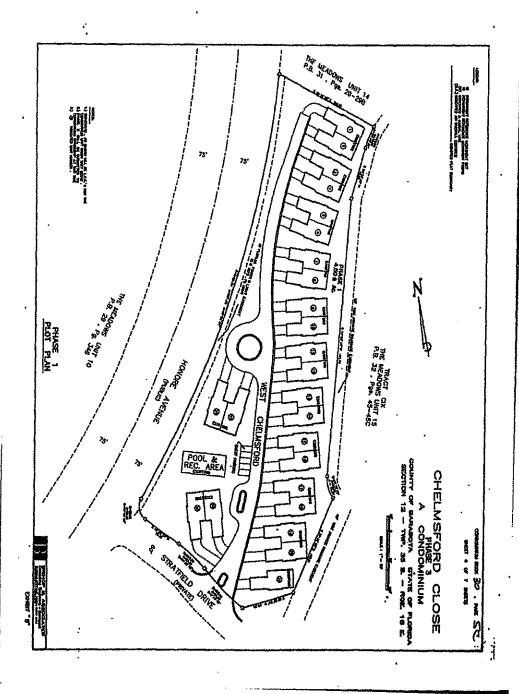
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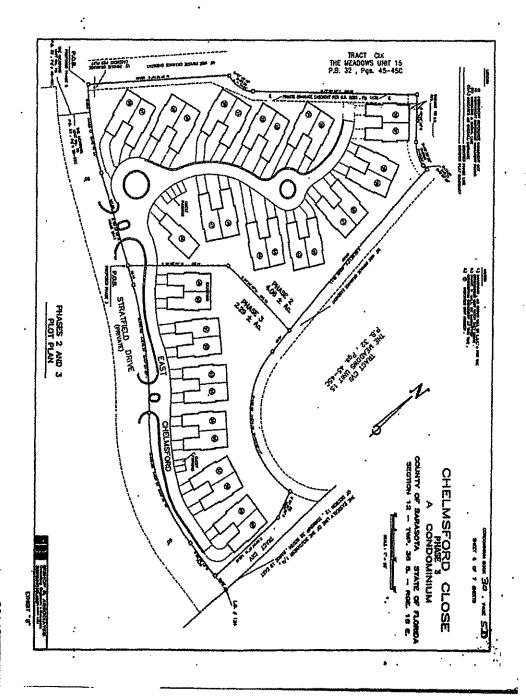
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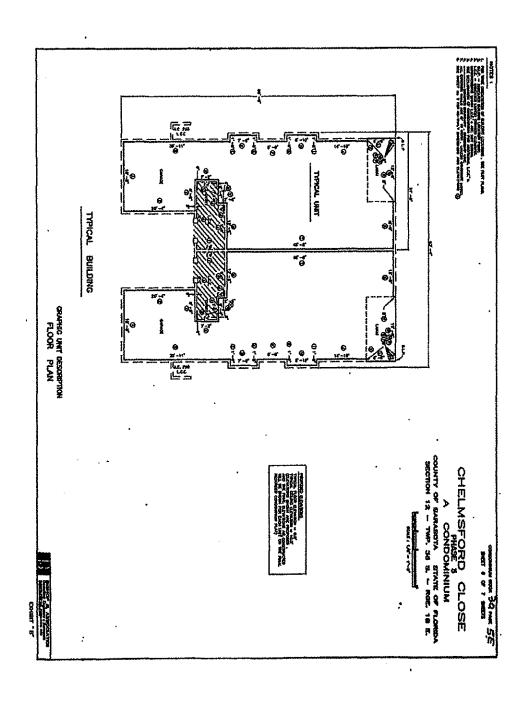


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# TWELFTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF CHELMSFORD CLOSE, a Condominium

MSFORD CLOSE, a Condominium 93025495

KNOW ALL MEN BY THESE PRESENTS, that MONARCH HOMES OF FLORIDA, INC., f/k/a MONARCH HOMES OF SARASOTA, INC., a Florida corporation, hereinafter called Developer, does hereby amend that certain Declaration of Condominium recorded in Official Record Book 2222, at pages 1612 through 1661, inclusive, and amended at O.R. Book 2225, page 2078, O.R. Book 2251, page 1145, O.R. Book 2256, page 591, O.R. Book 2281, page 2313, O.R. Book 2281, page 2323, O.R. Book 2285, page 2542, O.R. Book 2297, page 2302, O.R. Book 2318, page 2823, O.R. Book 2333, page 1197, O.R. Book 2338, page 518, and O.R. Book 2360, page 433, of the Public Records of Sarasota County, Florida, pursuant to the provisions of Paragraph 17 of said Declaration and pursuant to Section 718.104, Florida Statutes, for the purpose of placing of record the Surveyor's Certificate of Substantial Completion of Condominium Unit(s) 34, 35, 44, and 45 and the Surveyor's Certificate of Substantial Completion of Condominium Unit(s) 40, 41, 42 and 43.

The Condominium Plat of CHELMSFORD CLOSE recorded in Condominium Book 28, pages 44, 44A through 44F, inclusive, of the Public Records of Sarasota County, Florida, as previously amended, is hereby amended in accordance with the Certificates of Surveyor attached hereto as Exhibit "A" and Exhibit "B".

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its corporate officer and its corporate seal affixed hereto this \_\_\_\_\_ day of March, 1993.

Signed, sealed and delivered in the presence of:

MONARCH HOMES OF FLORIDA, INC.

f/k/a MONARCH HOMES OF FLORIDA, INC.

By:

Timothy Towell, Manager

Address: 1901 Longmeadow Rd.

Saragota, FL 34235

(CORPORATE SEAL)

STATE OF FLORIDA COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 4 day of 1993, by Timothy Towell, as Manager of Monarch Homes of Florida, Inc., a Florida corporation, formerly known as Monarch Homes of Sarasota, Inc., on behalf of the corporation, who is personally known to me and who did not take an oath.

(NOTARIAL SEAL)

\* Colonie Polinson

\* (Print Name of Notary Public)
Notary Public - State of Florida
My Commission Expires
Commission Number

Prepared by: TIMOTHY S. SHAW, Esq. KIRK PINKERTON P. O. Box 3798 Sarasota, FL 34230 st/documnt...tchizz12.co

MOTARY PUBLIC STATE OF FLORIDA IIV COISILSSION EXP. JUNE 4, 1994 BOXDED THRU GENERAL LIIS. VIID.

[4]

), the undersigned Registered Land Surveyor, hereby certify that:

- This certificate is made with respect to Unit(s) 40, 41, 42 and 43, located in CHELMSFORD CLOSE, Phase 2, a condominium, as shown on the condominium plat recorded in Condominium Book 29, Pages 20 through 20F, Public Records of Serasote County, Florida, as amended.
- The construction of the improvements in which said unit(s) are located is substantially complete.
- 3. The plat, as previously amended, and as further amended by the matters set forth on Sheet(s) 5 and 7 attached hereto, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of said unit(s).
- 4. As to said unit(s), the identification, location and dimensions of the common elements of such unit(s) can be determined from the plat, as amended, and the provisions of said Declaration.
- 5. All planned improvements, including but not limited to, landscaping, utility services and access to said unit(s), and common element facilities serving the buildings in which said units are located, have been substantially completed.

BISHOP & ASSOCIATES
Consulting Engineers - Surveyors
78 Sarasota Center Boulevard
Sarasota, Florida 34240

R.L.S. Florida Cortificate No. 4349

Date: November 12, 1992

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RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

\*\* OFFICIAL RECORDS \*\*
BOOK 2485 PAGE 1452

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- I, the undersigned Registered Land Surveyor, hereby certify that:
- This certificate is made with respect to Unit(s) 34, 35, 44, and 45, located in CHELMSFORD CLOSE, Phase 2, a condominium, as shown on the condominium plat recorded in Condominium Book 29, Pages 20 through 20F, Public Records of Sarasota County, Florida, as amended.
- The construction of the improvements in which said unit(s) are located is substantially complete.
- 3. The plat, as previously amended, and as further amended by the matters set forth on Sheet(s) 5 and 7 attached hereto, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of said unit(s).
- 4. As to said unit(s), the identification, location and dimensions of the common elements of such unit(s) can be determined from the plat, as amended, and the provisions of said Declaration.
- 5. All planned improvements, including but not limited to, landscaping, utility services and access to said unit(s), and common element facilities serving the buildings in which said units are located, have been substantially completed.

BISHOP & ASSOCIATES Consulting Engineers - Surveyors 78 Sarasota Center Boulevard Sarasota, Florida 34240

By: <u>Alex S. Esber, P.L.S.</u>

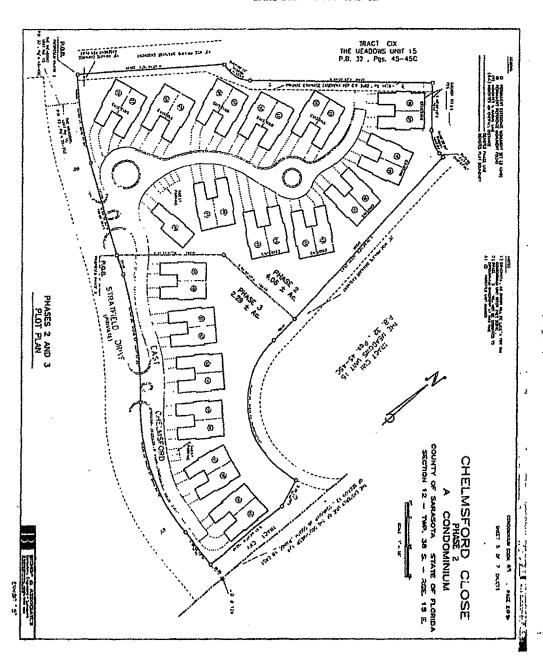
R.L.S. Florida Certificate No. 4349

Date: 2/11/93

FPL/ml (Legal\#23\L2043)

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CLERK OF GIRCUIT COURTY. FL

\*\* OFFICIAL RECORDS \*\* BOOK 2485 PAGE 1455

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# ELEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF CHELMSPORD CLOSE, a Condominium

KNOW ALL MEN BY THESE PRESENTS, that MONARCH HOMES OF SARASOTA, INC., D Florida corporation, hereinafter called Developer, does hereby amend that certain Declaration of Condominium recorded in Official Records Book 2222, at Pages 1612 through 1661, inclusive, and amended at Official Records Book 2225, Page 2078 through 2080, inclusive, and Official Records Book 2251, Pages 1145 through 1147, inclusive, and Official Records Book 2256, Page 591 through 593, inclusive, and Official Records Book 2281, Page 2313 through 2322, inclusive, and Official Records Book 2281, Page 2323 through 2325, inclusive, Official Records Book 2205, Page 2542 through 2544, and Official Records Book 2297, Page 2302 through 2304, inclusive, and Official Records Book 2318, Pages 2823 through 2830, O.R. Book 2333, Page 1197, O.R. Book 2338, Page 518, inclusive, of the Public Records of Sarasota County, Plorida, pursuant to the provisions of Paragraph 17 of said Declaration and pursuant to Section 718,104, Florida Statutes, for the purpose of placing of record the Surveyor's Certificate of substantial completion of Condominium Unit(s) 5, 6, 7, and 8

The Condominium Plat of CHELMSFORD CLOSE recorded in Condominium Book 28, Pages 44, 44A through 44F, inclusive, of the Public Records of Sarasota County, Florida, is hereby amended in accordance with the Certificate of Surveyor attached here to as Exhibit "A."

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its corporate officer and its corporate seal affixed hereto this <a href="https://link.org/li

HOMARCH HOMES OF SARASOTA, INC. a Florida\_corporation

TIMOTHY TOWELL, Manager

KELLY TRUCKERMILLER

ANNE C. BECKMANN

STATE OF FLORIDA COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared TIMOTHY TOWELL, as Manager of MONARCH MOMES OF SARASOTA, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and, who is personally known to the Motary Public and who produced a driver's license, and he acknowledged before me that he executed the same for the purposes therein expressed on behalf of the corporation and who did not take an oath.

WITHESS my band and official seal this 15th day of January

HOTARY PUBLIC My Commission Expires:

RETURN TO AND PREPARED BY: TIMOTHY S. SHAW, ESQ./acb KIRK PINKERTON 1819 Main Street, #1100 Sarasota, Plorida 34236

ANNE C. BECKMANN Notary PutSc. State of Florida at Large My Commission Expires March 3, 1995

I, the undersigned Registered Land Surveyor, hereby certify that:

- This certificate is made with respect to Unit(s) 5, 6, 7, and 8 located in CHELMSFORD CLOSE, a condominium, as shown on the condominium plat recorded in Condominium Book 28, Page 44 through 44F, Public Records of Saresota County, Florida, as amended.
- The construction of the improvements in which said unit(s) are located is substantially complete.
- 3. The plat, as previously amended, and as further amended by the metters set forth on Sheet(s). 7 attached heroto, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of seld unit(s).
- 4. As to said unit(s), the identification, location and dimensions of the common elements of such unit(s) can be determined from the plat, as amended, and the provisions of said Daclaration.
- 5. All planned improvements, including but not limited to, landscoping, utility services and access to said unit(s), and common element facilities serving the buildings in which said units are located, have been substantially completed.

BISHOP & ASSOCIATES Consulting Engineers - Surveyors 78 Seresote Center Boulevard

Seresote, Florida 34240

R.L.S. Florida Cert. No. 4349

Date: 4 Degenter 199

(Legal/20/L999NONA.FPL:smn) October 17, 1991 Revised November 27, 1991

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EXHIBIT "A"

RECORDER'S MEMO: Legibility of writing, typing, or printing for reproductive purpose may be unsatisfactory in this document when received.

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# TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM

CHELMSFORD CLOSE, a Condominium

KNOW ALL MEN BY THESE PRESENTS, that MONARCH HOMES OF SARASOTA, INC., a Plorida corporation, hereinafter called Developer, does hereby amend that certain Declaration of Condominium recorded in Official Records Book 2222, at Pages 1612 through 1661, inclusive, and amended at Official Records Book 2225, Page 2078 through 2080, inclusive, and Official Records Book 2251, Pages 1145 through 1147, inclusive, and Official Records Book 2256, Page 591 through 593, inclusive, and Official Records Book 2281, Page 2313 through 2322, inclusive, and Official Records Book 2281, Page 2323 through 2325, inclusive, Official Records Book 2285, Page 2542 through 2544, and Official Records Book 2297, Page 2302 through 2304, inclusive, and Official Records Book 2318, Pages 2823 through 2830, O.R. Book 2333, Page 1197, inclusive, of the Public Records of Sarasota County, Florida, pursuant to the provisions of Paragraph 17 of said Declaration and pursuant to Section 718.104, Florida Statutes, for the purpose of placing of record the Surveyor's Certificate of substantial completion of Condominium Unit(s) 9, 10, 11, 12, 36 and 39

The Condominium Plat of CHELMSFORD CLOSE recorded in Condominium Book 28, Pages 44, 44A through 44F, inclusive, of the Public Records of Sarasota County, Florida, is hereby amended in accordance with the Certificate of Surveyor attached hereto as Exhibit "A."

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its corporate officer and its corporate seal affixed hereto this 21st day of October , 1991.

> MONARCH HOMES OF SARASOTA, INC., a Florida corporation

TIMOTHY TOWELL, Manader

STATE OF FLORIDA COUNTY OF SARASOFA

BEFORE ME, the undersigned authority, personally appeared TIMOTHY TOWELLS as Manager of MCNARCH HOMES OF SARASOTA, INC., a Plorida corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed on behalf of the corporation.

WITNESS my hand and official seal this 21st day of October 1991.

NOTARY PUBLIC

My Commission Expires:

ANNE C. BECKMANN Notary Public State of Florida at Larg My Commission Expires March 3, 1995

RETURN TO AND PREPARED BY: TIMOTHY S. SHAW, ESQ./acb DYKEMA GOSSETT 1819 Main Street, #1100 Saramota, Florida 34236

I, the undersigned Registered Land Surveyor, hereby certify that:

- This certificate is made with respect to Unit(s) 9, 10, 11, and 12, located in CHELMSFORD CLOSE, a condominium, as shown on the condominium plat recorded in Condominium Book 28, Page 44 through 44F, Public Records of Seresote County, Florida, as amended.
- The construction of the improvements in which said unit(s) are located is substantially complete.
- 3. The plat, as previously amended, and as further amended by the matters set forth on Sheet(s) 7 attached hereto, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of said unit(s).
- 4. As to said unit(s), the identification, location and dimensions of the common alements of such unit(s) can be determined from the plat, as amended, and the provisions of said Declaration.
- 5. All planned improvements, including but not limited to, landscaping, utility services and access to said unit(s), and common element facilities serving the buildings in which said units are located, have been substantially completed.

BISHOP & ASSOCIATES
Consulting Engineers - Surveyors
78 Sarasota Center Boulevard
Sarasota Florida 34240

Alex S. Esber

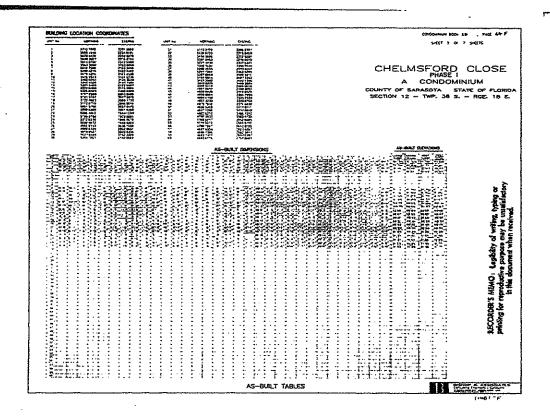
R.L.S. Florida Cert. No. 4349

Date: October 17, 1991

(Legal/20/L999MONA.FPL:smn) October 17, 1991

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EXHIBIT "A"



1, the undersigned Registered Land Surveyor, hereby certify that:

- This certificate is made with respect to Unit(s) 38 and 39, located in CHELMSFORD
  CLOSE, Phase 2, a condominium, as shown on the condominium plat recorded in
  Condominium Book 29, Pages 20 through 20F, Public Records of Sarasota County,
  Florida, as amended.
- The construction of the improvements in which said unit(s) are located is substantially complete.
- The plat, as previously amended, and as further amended by the matters set forth on Sheet(s) 7 attached hereto, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of said unit(s).
- 4. As to said unit(s), the identification, location and dimensions of the common elements of such unit(s) can be determined from the plat, as amended, and the provisions of said Declaration.
- 5. All planned improvements, including but not limited to, landscaping, utility services and access to said unit(s), and common element facilities serving the buildings in which said units are located, have been substantially completed.

BISHOP & ASSOCIATES
Consulting Engineers - Surveyors
78 Sarasota Center Boulevard
Sarasota, Florids 34240

Alex S. Esber, P.L.S.

R.L.S. Florida Certificate No. 4349

Date: October 17, 1991

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#### NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF CHELMSFORD CLOSE, a Condominium

KNOW ALL MEN BY THESE PRESENTS, that MONARCH HOMES OF SARASOTA, INC., a Florida corporation, bereinafter called Developer, does hereby amend that certain Declaration of Condominium recorded in Official Records Book 2222, at Pages 1612 through 1661, inclusive, and amended at Official Records Book 2225, Page 2078 through 2080, inclusive, and Official Records Book 2251, Pages 1145 through 1147, inclusive, and Official Records Book 2256, Page 591 through 593, inclusive, and Official Records Book 2281, Page 2313 through 2322, inclusive, and Official Records Book 2281, Page 2323 through 2325, inclusive, Official Records Book 2285, Page 2542 through 2544, and Official Records Book 2297, Page 2302 through 2304, inclusive, and Official Records Book 2318, Pages 2823 through 2830, inclusive, of the Public Records of Sarasota County, Florida, pursuant to the provisions of Paragraph 17 of said Declaration and pursuant to Section 718.104, Florida Statutes, for the purpose of placing of record the Surveyor's Certificate of substantial 36 and 37 completion of Condominium Unit(s)

The Condominium Plat of CHELMSFORD CLOSE recorded in Condominium Book 28, Pages 44, 44A through 44F, inclusive, of the Public Records of Sarasota County, Florida, is hereby amended in accordance with the Certificate of Surveyor attached hereto as Exhibit "A."

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its corporate officer and its corporate seal affixed hereto this \_\_\_\_\_ 2nd \_\_\_\_ day of \_\_\_\_\_ October \_\_\_\_\_ , 1991.

MONARCH HOMES OF SARASOTA, (INC.,

a Florida corporation

TIMOTHY TOWELL, Manager

William T. Nicholl

STATE OF FLORIDA COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared TIMOTHY TOWELL, as Manager of MONARCH HOMES OF SARASOTA, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed on behalf of the corporation.

WITNESS my hand and official seal this Jac day of Jacker, 1991.

NOTARY PUBLIC

My Commission Expires: 129-43

Twila Romesburg

RETURN TO AND PREPARED BY: TIMOTHY S. SHAW, ESQ./jkp DYKEMA GOSSETT 1819 Main Street, \$1100 Sarasota, Florida 34236

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- I, the undersigned Registered Land Surveyor, hereby certify that:
- This certificate is made with respect to Unit(s) 36 and 37 located in CHELMSFORD CLOSE, Phase 2, a condominium, as shown on the condominium plat recorded in Condominium Book 29, Pages 20 through 20F, Public Records of Sarasota County, Florida, as amended.
- The construction of the improvements in which said unit(s) are located is substantially complete.
- 3. The plat, as previously amended, and as further amended by the matters set forth on Sheet(s) 7 attached hereto, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of said unit(s).
- 4. As to said unit(s), the identification, location and dimensions of the common elements of such unit(s) can be determined from the plat, as amended, and the provisions of said Declaration.
- 5. All planned improvements, including but not limited to, landscaping, utility services and access to said unit(s), and common element facilities serving the buildings in which said units are located, have been substantially completed.

BISHOF & ASSOCIATES Consulting Engineers - Surveyors 78 Sarasota Center Boulevard Sarasota, Florida 34240

By: Alex S. Esber, P.L.S

R.L.S. Florida Certificate No. 4349

Date: September 30, 1991

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\*\* OFFICIAL BOOK 2333 RECORDS \*\* PAGE 1199

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EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

### CHELMSPORD CLOSE, a Condominium

KNOW ALL MEN BY THESE PRESENTS, that MONARCH HOMES OF SARASOTA, INC., a Plorida corporation, hereinafter called Developer, does hereby amend that certain Declaration of Condominium recorded in Official Records Book 2222, at Pages 1612 through 1661, inclusive, and amended at Official Records Book 2225, Page 2078 through 2080, inclusive, and Official Records Book 2251, Pages 1145 through 1147, inclusive, and Official Records Book 2256, Page 591 through 593, inclusive, and Official Records Book 2281, Page 2313 through 2322, inclusive, and Official Records Book 2281, Page 2323 through 2325, inclusive, Official Records Book 2285, Page 2542 through 2544, and Official Records Book 2297, Page 2302 through 2304, inclusive, of the Public Records of Sarasota County, Florida, pursuant to the provisions of Paragraph 17 of said Declaration and pursuant to Section 718.104, Florida Statutes, for the purpose of placing of record the Surveyor's Certificates of substantial completion of Condominium Unit(s) 1, 2, 30, 31, 32 and 33

The Condominium Plat of CHELMSFORD CLOSE recorded in Condominium Book 28,

Pages 44, 44A through 44F, inclusive, of the Public Records of Sarasota

County, Plorida, is hereby amended in accordance with the Certificates of composite

Surveyor attached hereto as/Exhibit "A."

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its corporate officer and its corporate seal affixed hereto this 2nd day of August , 1991.

MONARCH HOMES OF SARASOTA, INC. a Florida corporation

BUILD WHOLE

/

STATE OF PLORIDA COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared TIMOTHY TOWELL, as Manager of MONARCH HOMES OF SARASOTA, INC., a Plorida corporation, to me

112 Dykena Gossatt

known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed on behalf of the corporation.

WITNESS my hand and official seal this <u>2nd</u> day of <u>August</u> 1991.

NOTARY PUBLIC
My Compission Expires:

RETURN TO AND PREPARED BY: TIMOTHY S. SHAW, ESQ./jkp DYKEMA GOSSETT 1819 Main Street, \$1100 Sarasota, Plorida 34236 PERRY:491

OFFICIAL MOTANT CARL

- I, the undersigned Registered Land Surveyor, hereby certify that:
- This certificate is made with respect to Unit(s) 1 & 2, located in CHELMSFORD CLOSE, a condominium, as shown on the condominium plat recorded in Condominium Book 28, Page 44 through 44F, Public Records of Sarasota County, Florida, as amended.
- The construction of the improvements in which said unit(s) are located is substantially complete.
- 3. The plat, as previously amended, and as further amended by the matters set forth on Sheet(s) 4 & 7 attached hereto, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of said unit(s).
- 4. As to said unit(s), the identification, location and dimensions of the common elements of such unit(s) can be determined from the plat, as amended, and the provisions of said Declaration.
- 5. All planned improvements, including but not limited to, landscaping, utility services and access to said unit(s), and common element facilities serving the buildings in which said units are located, have been substantially completed.

BISHOP & ASSOCIATES Consulting Engineers - Surveyors 78 Sarasota Center Boulevard Sarasota, Florida 34240

By: Alex S. Ca

R.L.S. Florida Cert. No. 4349

Date: August 2,

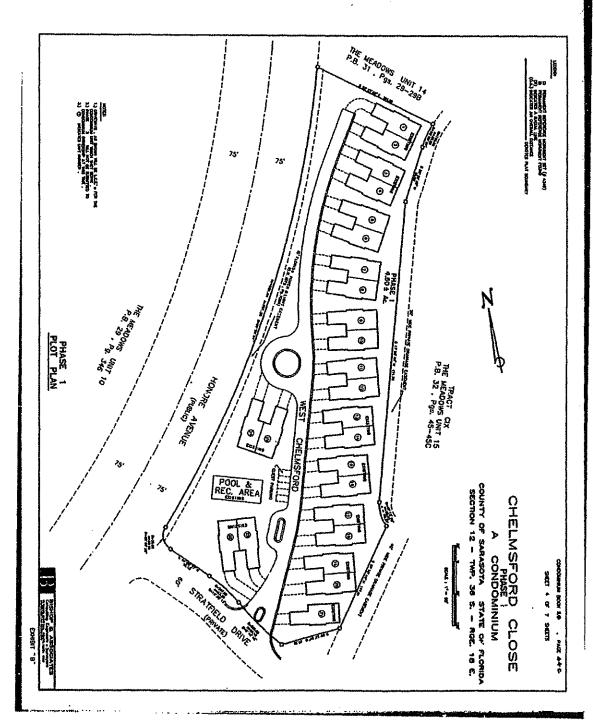
PL/11p (Legal#18/L888MONA.M27) March 27, 1991

COMPOSITE EXHIBIT "A"

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RECORDER'S MEMO: Legibility of writing, typing, of printing for reproductive purpose may be unsatisfactory this document when received.



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CHELMSFORD CLOSE
A CONDOMINUM
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I, the undersigned Registered Land Surveyor, hereby certify that:

- This certificate is made with respect to Unit(s) 30, 31, 32, and 33, located in CHELMSFORD CLOSE, Phase 2, a condominium, as shown on the condominium plat recorded in Condominium Book 29, Pages 20 through 20F, Public Records of Sarasota County, Plorida, as amended.
- The construction of the improvements in which said unit(s) are located is substantially complete.
- 3. The plat, as previously amended, and as further amended by the matters set forth on Sheet(s) 5 and 7 attached hereto, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of said unit(s).
- 4. As to said unit(s), the identification, location and dimensions of the common elements of such unit(s) can be determined from the plat, as amended, and the provisions of said Declaration.
- 5. All planned improvements, including but not limited to, landscaping, utility services and access to said unit(s), and common element facilities serving the buildings in which said units are located, have been substantially completed.

BISHOP & ASSOCIATES Consulting Engineers - Surveyors 78 Sarasota Center Boulevard Sarasota, Florida 34240

Bv:

(U) A. Kstu Alex S. Esber

R.L.S. Florida Cert. No. 4349

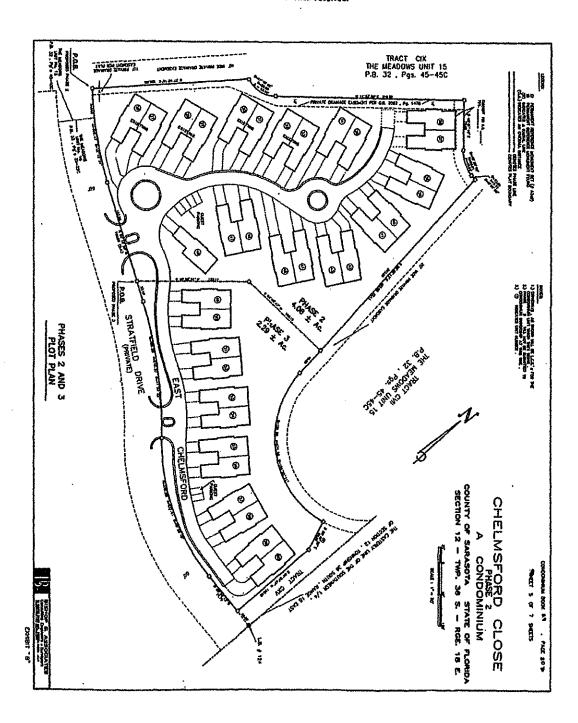
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CLERK OF CIRCUIT COURT COUNTY OF SARASOTA STATE OF FLORIDA
SARASOTA COUNTY, FL. SECTION 12 - TWP. 36 S. - RGE. 18 E. AS-BUILT TABLES

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\*\* OFFICIAL RECORDS \*\* BOOK 2318 PAGE 2830

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# SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM

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## CHELNSFORD CLOSE, a Condominium

KNOW ALL MEN BY THESE PRESENTS, that MONARCH HOMES OF SARASOTA, INC., a Florida corporation, hereinafter called Developer, does hereby amend that certain Declaration of Condominium recorded in Official Records Book 2222, at Pages 1612 through 1661, inclusive, and amended at Official Records Book 2225, Page 2078 through 2080, inclusive, and Official Records Book 2251, Pages 1145 through 1147, inclusive, and Official Records Book 2256, Page 591 through 593, inclusive, and Official Records Book 2281, Page 2313 through 2322, inclusive, and Official Records Book 2281, Page 2323 through 2325, inclusive, of the Public Records of Sarasota County, Florida, pursuant to the provisions of Paragraph 17 of said Declaration and pursuant to Section 718.104, Florida Statutes, for the purpose of placing of record the Surveyor's Certificate of substantial completion Condominium Unit(s) 26 and 27

The Condominium Plat of CHELMSFORD CLOSE recorded in Condominium Book 28. Pages 44, 44A through 44F, inclusive, of the Public Records of Sarasota County, Florida, is hereby amended in accordance with the Certificate of Surveyor attached hereto as Exhibit "A."

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its corporate officer and its corporate seal affixed hereto this \_\_\_\_\_15th\_\_ day of\_\_\_\_ \_, 1991. Hay

> MONARCH HOMES OF SARASOTA, INC., a Florida corporation

TOWELC. Manager

STATE OF FLORIDA COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared TIMOTHY TOWELL, as Manager of MONARCH HOMES OF SARASOTA, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed on behalf of the corporation.

WITNESS my hand and official seal this 15th day of May 1991.

My Commission Expires:

RETURN TO AND PREPAR TIMOTHY S. SHAM, ESO DYKEMA GOSSETT 1819 Main Street, #1100 Sarasota, Florida 34235

I, the undersigned Registered Land Surveyor, hereby certify that:

- This certificate is made with respect to Unit(s) 26 & 27, located in CHELMSFORD CLOSE, Phase 2, a condominium, as shown on the condominium plat recorded in Condominium Book 29, Pages 20 through 20F, Public Records of Sarasota County, Florida, as amended.
- The construction of the improvements in which said unit(s) are located is substantially complete.
- 3. The plat, as previously amended, and as further amended by the matters set forth on Sheet(s) 7 attached hereto, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of said unit(s).
- 4. As to said unit(s), the identification, location and dimensions of the common elements of such unit(s) can be determined from the plat, as amended, and the provisions of said Declaration.
- 5. All planned improvements, including but not limited to, landscaping, utility services and access to said unit(s), and common element facilities serving the buildings in which said units are located, have been substantially completed.

BISHOP & ASSOCIATES Consulting Engineers - Surveyors 78 Sarasota Center Boulevard Sarasota, Florida 34240

By: Arex S. Esber

R.L.S. Florida Cert. No. 4349

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> 3.00 Copy SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM

### CHELMSFORD CLOSE, a Condominium

KNOW ALL MEN BY THESE PRESENTS, that MONARCH HOMES OF SARASOTA, INC., a Florida corporation, hereinafter called Developer, does hereby amend that certain Declaration of Condominium recorded in Official Records Book 2222, at Pages 1612 through 1661, inclusive, and amended at Official Records Book. 2225. Page 2078 through 2080, inclusive, and Official Records Book 2251, Pages 1145 through 1147, inclusive, and Official Records Book 2255, Page 591 through 593, inclusive, and Official Records Book 2281, Page 2313 through 2322, inclusive, and Official Records Book 2281, Page 2323 through 2325, inclusive, of the Public Records of Sarasota County, Florida, pursuant to the provisions of Paragraph 17 of said Declaration and pursuant to Section 718.104, Florida Statutes, for the purpose of placing of record the Surveyor's Certificate substantial completion Unit(s) 13 and 14

The Condominium Plat of CHELMSFORD CLOSE recorded in Condominium Book 28. Pages 44, 44A through 44F, inclusive, of the Public Records of Sarasota County, Florida, is hereby amended in accordance with the Certificate of Surveyor attached hereto as Exhibit "A."

IN MITNESS MMCREOF, the undersigned has caused these presents to be signed in its name by its corporate officer and its corporate seal affixed \_\_\_, 1991. hereto this <u>lat</u> day of April:

> MONARCH HOMES OF SARASOTA, INC., a florida corporation

TOHELD, Manager TIMOTHY

TATE OF FLORIDA COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared TIMOTHY TOWELL, as Manager of MOMARCH HOMES OF SARASOTA, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed on behalf of the corporation.

WITNESS my hand and official seal this 1st \_\_\_ day of\_\_ 1991.

HOTARY PUBLIC

RETURN TO AND PREPARED BY: TIMOTHY S. SHAN, ESQ./Jkp DYKEMA GOSSETT 1819 Main Street, #1100

Sarasota, Florida 34236 JKP:416 My Commission Expires:

OFFICIAL MOTARY SEAL JEAN K PERRY MY COMM. EXP. 12/101

I, the undersigned Registered Land Surveyor, hereby certify that:

- This certificate is made with respect to Unit(s) 13 & 14, located in CHELMSFORD CLOSE, a condominium, as shown on the condominium plat recorded in Condominium Book 28, Page 44 through 44F, Public Records of Sarasota County, Florida, as amended.
- The construction of the improvements in which said unit(s) are located is substantially complete.
- 3. The plat, as previously amended, and as further amended by the matters set forth on Sheet(s) 7 attached hereto, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of said unit(s).
- 4. As to said unit(s), the identification, location and dimensions of the common elements of such unit(s) can be determined from the plat, as amended, and the provisions of said Declaration.
- 5. All planned improvements, including but not limited to, landscaping, utility services and access to said unit(s), and common element facilities serving the buildings in which said units are located, have been substantially completed.

BISHOP & ASSOCIATES Consulting Engineers - Surveyors 78 Sarasota Center Boulevard Sarasota, Florida 34240

By:

R.L.S. Florida Cert. No. 4349

Date: March 27, 1991

PL/llp (Legal#18/L868MONA.M27) March 27, 1991

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EXHIBIT "A"

PROCE 2865 PAGE 2544

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FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

### CHELMSFORD CLOSE, a Condominium

KNOW ALL MEN BY THESE PRESENTS, that MONARCH HOMES OF SARASOTA, INC., a Florida corporation, hereinafter called Developer, does hereby amend that certain Declaration of Condominium recorded in Official Records Book 2222, at Pages 1612 through 1661, inclusive, and amended at Official Records Book 2225, Page 2078 through 2080, inclusive, and Official Records Book 2251, Pages 1145 through 1147, inclusive, and Official Records Book 2256, Page 591 through 593, inclusive, and Official Records Book 2256, Page 591 through 3322, inclusive, of the Public Records of Sarasota County, Florida, pursuant to the provisions of Paragraph 17 of said Declaration and pursuant to Section 718.104, Florida Statutes, for the purpose of placing of record the Surveyor's Certificate of substantial completion of Condominium Unit(s) 3 and 4

The Condominium Plat of CHELMSFORD CLOSE recorded in Condominium Book 28, Pages 44, 44A through 44F, inclusive, of the Public Records of Sarasota County, Florida, is hereby amended in accordance with the Certificate of Surveyor attached hereto as Exhibit "A."

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its corporate officer and its corporate seal affixed hereto this <u>llth</u> day of March, 1991.

MONARCH HOMES OF SARASOTA, INC., a Florida corporațion

W. Lahren

STATE OF FLORIDA COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared TIMOTHY TOWELL, as Manager of MONARCH HOMES OF SARASOTA, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed on behalf of the corporation.

WITNESS my hand and official seal this <u>11th</u> day of March, 1991.

NOTARY RUBLIC
My Commission Expires:

RETURN TO AND PREPARED BY: TIMOTHY S. SHAW, ESQ./jkp DYKEMA GOSSETT 1819 Main Street, #1100 Sarasota, Florida 34236 PERRY:416

1113

FICIAL NOTARY SEAL

### EXHIBIT "A"

### CERTIFICATE OF SURVEYOR

- I, the undersigned Registered Land Surveyor, hereby certify that:
  - This certificate is made with respect to Unit(s) 3 & 4, located in CHELMSFORD CLOSE, a condominium, as shown on the condominium plat recorded in Condominium Book 28, Page 44 through 44F, Public Records of Sarasota County, Florida, as amended.
  - The construction of the improvements in which said unit(s) are located is substantially complete.
  - 3. The plat, as previously amended, and as further amended by the matters set forth on Sheet(s) 7 attached hereto, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of said unit(s).
  - 4. As to said unit(s), the identification, location and dimensions of the common elements of such unit(s) can be determined from the plat, as amended, and the provisions of said Declaration.
  - 5. All planned improvements, including, but not limited to, landscaping, utility services and access to said unit(s), and common element facilities serving the buildings in which said units are located, have been substantially completed.

BISHOP & ASSOCIATES, INC. Consulting Engineers - Surveyors 78 Sarasota Center Boulevard Sarasota, Florida 34240

Alex S. Esber

R.L.S. Florida Cert. No. 4349

Date: March 12, 1

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### **FOURTH**

### AMENDMENT TO

### DECLARATION OF CONDOMINIUM

**OF** 

### CHELMSFORD CLOSE (Phase 2)

KNOW ALL MEN BY THESE PRESENTS, that MONARCH HOMES OF SARASOTA, INC., a florida Corporation, hereinafter called Developer, does hereby amend that certain Declaration of Condominium of CHELMSFORD CLOSE recorded in Official Records Book 2222. Page 1612, of the Public Records of Sarasota County, Florida, pursuant to the provisions of said Declaration and pursuant to Section 718.403, Florida Statutes, for the purpose of adding an additional phase to said Condominium and for the purpose of certifying substantial completion of Condominium Units 28 and 29.

- 1. PHASE ADDED TO CONDOMINIUM. The lands described in Exhibit "A" attached hereto which is known as Phase 2 which includes Twenty-three (23) condominium Units as reflected on the attached Amendment to Condominium Plat are hereby submitted to condominium ownership and added to CHELMSFORD CLOSE, a Condominium. The lands hereby submitted to condominium ownership shall be subject to the terms, provisions, conditions, restrictions and assessments provided in the Declaration of Condominium of CHELMSFORD CLOSE recorded in Official Records Book 2222, Page 1612, of the Public Records of Sarasota County. Florida, as thereafter amended from time to time. Upon this submission of Phase 2 to condominium ownership, each condominium Unit in CHELMSFORD CLOSE, a Condominium, shall have a 1/48th interest in the Common Elements and the Common Surplus, and shall be liable for a 1/48th share of the Common Expenses.
- 2. MERGER OF COMMON ELEMENTS. The Common Elements of Phase 2 are hereby merged with the Common Elements of CHELMSFORD CLOSE and are a part of one condominium known as CHELMSFORD CLOSE, a Condominium.
- 3. <u>VOTING RIGHTS</u>. All persons owing a vested present interest in the fee title to any of the condominium Units in Phase 2 are automatically members of CHELMSFORD CLOSE CONDOMINIUM ASSOCIATION, INC. Each condominium Unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one condominium Unit or that condominium Unit may be combined together and occupied by one owner.
- 4. <u>BINDING EFFECT</u>. All provisions of this Amendment and the attached Amendment to Plat of CHELMSFORD CLOSE shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration of Condominium of CHELMSFORD CLOSE, a Condominium, is duly revoked and terminated. Except as may be otherwise provided herein, the terms and provisions of the Declaration of Condominium of CHELMSFORD CLOSE, shall remain in full force and effect.
- 5. IDENTIFICATION OF UNITS. Upon this submission of Phase 2 to condominium ownership, the condominium Units within Phase 2 shall be identified as Unit Nos. 26 through 48, inclusive, as shown on Exhibit "8" attached.

IN WITNESS WHEREOF, the undersigned has executed this Amendment to Declaration of Condominium of CHELMSFORD CLOSE, this <a href="https://links.com/links/action/checks/representation/">https://links.com/links/representation/</a>

Signed, sealed and delivered in the presence of:

MONARCH HOMES OF SARASQTA, INC., a

Florida Corporation

TIMOTHY TOWELL, Menager

-Prestdent-

(CORPORATE SEAL)

112

BOOK 2281 PAGE

STATE OF FLORIDA COUNTY OF SARASOTA

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The foregoing Amendment to Declaration of Condominium was acknowledged before me this 11th day of March, 1991, by TIMOTHY TOWELL AS Manager President of MONARCH HOMES OF SARASOTA, INC., a Florida corporation, on behalf of the corporation.

Notary Public My Commission Expires:

(NOTARIAL SEAL)



CONPRJ: 1206

RETURN TO AND PREPARED BY: TIMOTHY S. SHAW, ESQ./jkp DYKEMA GOSSETT 1819 Main Street, #1100 Sarasota, FL 34236

\*\*\*\*

EXHIBIT "A"

### PHASE 2 DESCRIPTION

THAT PORTION OF PARCEL "KK" OF THE MEADOWS, Unit 16, AS RECORDED IN PLAT BOOK 33, PAGES 25 through 25C, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF THE AFOREMENTIONED PARCEL "HH", THAT LIES ON THE NORTHERLY RIGHT-OF-WAY OF STRAT-FIELD DRIVE (60 FEET WIDE 'PRIVATE RIGHT-OF-WAY), SAID POINT ALSO LYING ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 565 FEET AND A CENTRAL ANGLE OF 11°39'50", AND WHOSE CENTER BEARS NORTH 50°45'03" EAST; THENCE ALONG THE ARC OF SAID CURVE AND SAID MORTHERLY RIGHT-OF-WAY, IN A SOUTHEASTERLY DIRECTION, 115.02 FEET, FOR A POINT OF BEGINNING; THENCE, LEAVING SAID RIGHT-OF-WAY LINE, NORTH 37°16'16" EAST, 256.60 FEET TO A POINT ON A CURVE TO THE LEFT, WHOSE CENTER BEARS NORTH 13°41'35" EAST, 50.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, IN A NORTHEASTERLY DIRECTION, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 61°48'45", 53.94 FEET TO A POINT OF TANGENCY; THENCE NORTH 41°52'50" EAST, 310.60 FEET; THENCE SOUTH 48°07'10" EAST, 79.66 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 60.61' AND A CENTRAL ANGLE OF 40°30'00"; THENCE ALONG THE ARC OF SAID CURVE IN SOUTHEASTERLY AND NORTHEASTERLY DIRECTION 42.84 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 73.99 FEET AND A CENTRAL ANGLE OF 06°01'06"; THENCE ALONG THE ARC OF SAID CURVE IN A NORTHEASTERLY DIRECTION 7.77 FEET; THENCE SOUTH 05°55'13" EAST, 373.09 FEET; THENCE SOUTH 84°04'47" WEST, 160.19 FEET; THENCE SOUTH 40°50'51" WEST, 183.41 FEET TO A POINT LYING ON THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY OF STRATFIELD DRIVE (60 FEET WIDE PRIVATE RIGHT-OF-WAY) 162.98 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RAPIUS OF 565.00 FEET AND A CENTRAL ANGLE OF 15°15'34"; THENCE ALONG THE ARC OF SAID CURVE, IN A NORTHWESTERLY DIRECTION, 150.47 FEET TO THE POINT OF BEGINNING OF A PHASE 2 AND CONTAINING 4.06 ACRES MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

SUBJECT TO RESTRICTIONS, RESERVATIONS, CONDITIONS, LIMITATIONS AND EASEMENTS OF RECORD, AND SPECIFICALLY EXCLUDING THEREFROM ANY AND ALL PUBLIC AND PRIVATE UTILITY INSTALLATIONS, AND CABLE TELEVISION LINES AND EQUIPMENT.

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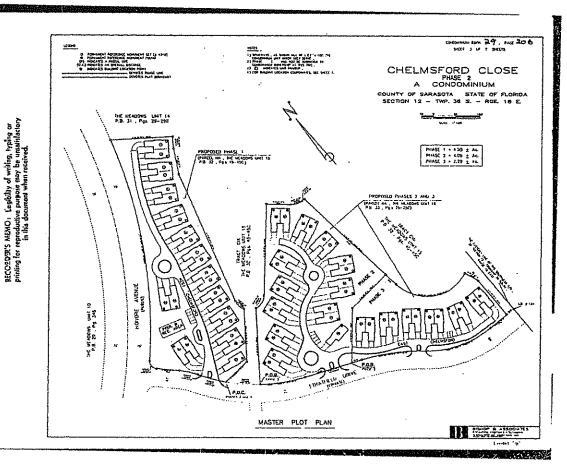
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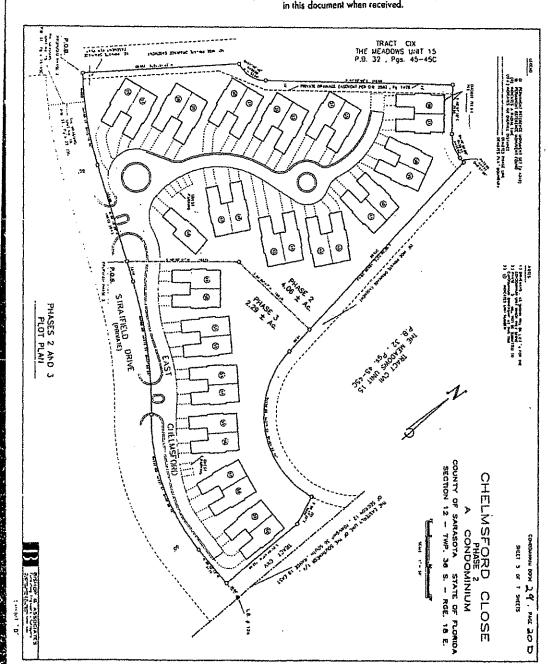
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\*\* OFFICIAL RECORDS \*\*
BOOK 2281 PAGE 2319

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### THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

### CHELMSFORD CLOSE, a Condominium

KNOW ALL MEN BY THESE PRESENTS, that MONARCH HOMES OF SARASOTA, INC., a florida corporation, hereinafter called Developer, does hereby amend that certain Declaration of Condominium recorded in Official Records Book 2222, at Pages 1612 through 1661, inclusive, and amended at Official Records Book 2225, Page 2078 through 2080, inclusive, and Official Records Book 2251, Pages 1145 through 1147, inclusive, of the Public Records of Sarasota County, Florida, pursuant to the provisions of Paragraph 17 of said Declaration and pursuant to Section 718.104, Florida Statutes, for the purpose of placing of record the Surveyor's Certificate of substantial completion of Condominium Unit(s) 15 and 16

The Condominium Plat of CHELMSFORD CLOSE recorded in Condominium Book 28, Pages 44, 44A through 44F, inclusive, of the Public Records of Sarasota County, Florida, is hereby amended in accordance with the Certificate of Surveyor attached hereto as Exhibit "A."

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its corporate officer and its corporate seal affixed hereto this <u>l6th</u> day of <u>November</u>, 1990.

MONARCH HOMES OF SARASOTA, INC., a Florida corporation A

TIMOTHY TOWELL, Manager

STATE OF FLORIDA COUNTY OF SARASOTA

PERRY:226

BEFORE ME, the undersigned authority, personally appeared TIMOTHY TOWELL, as Manager of MONARCH HOMES OF SARASOTA, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed on behalf of the corporation.

WITNESS my hand and official seal this <u>16th</u> day of <u>November</u>, 1990.

NOTARY PUBLIC My Commission Expires:

RETURN TO: PREPARED BY: TIMOTHY S. SHAM, ESQ./jkp / DYKEMA GOSSETT 1819 Main Street, #1100 Sarasota, Florida 34236



### CERTIFICATE OF SURVEYOR

- I, the undersigned Registered Land Surveyor, hereby certify that:
  - This certificate is made with respect to Unit(s) 15 & 16, located in CHELMSFORD CLOSE, a condominium, as shown on the condominium plat recorded in Condominium Book 28, Page 44 through 44F, Public Records of Sarasota County, Florida, as amended.
  - The construction of the improvements in which said unit(s) are located is substantially complete.
  - 3. The plat, as previously amended, and as further amended by the matters set forth on Sheet(s) 7 attached hereto, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of said unit(s).
  - 4. As to said unit(s), the identification, location and dimensions of the common elements of such unit(s) can be determined from the plat, as amended, and the provisions of said Declaration.
  - 5. All planned improvements, including, but not limited to, landscaping, utility services and access to said unit(s), and common element facilities serving the buildings in which said units are located, have been substantially completed.

BISHOP & ASSOCIATES, INC. Consulting Engineers - Surveyors 78 Sarasota Center Boulevard Sarasota, Florida 34240

By: Alex S. Esber

R.L.S. Florida Certificate

Date: November 6, 1990

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#### SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

### CHELMSFORD CLOSE, a Condominium

KNOW ALL MEN BY THESE PRESENTS, that MONARCH HOMES OF SARASOTA, INC., a Florida corporation, hereinafter called Developer, does hereby amend that certain Declaration of Condominium recorded in Official Records Book 2222, at Pages 1612 through 1661, inclusive, and amended at Official Records Book 2225, Page 2078 through 2080, inclusive, of the Public Records of Sarasota County, Florida, pursuant to the provisions of Paragraph 17 of said Declaration and pursuant to Section 718.104, Florida Statutes, for the purpose of placing of record the Surveyor's Certificate of substantial completion of Condominium Unit(s) 24 and 25

The Condominium Plat of CHELMSFORD CLOSE recorded in Condominium Book 28, Pages 44, 44A through 44F, inclusive, of the Public Records of Sarasota County, Florida, is hereby amended in accordance with the Certificate of Surveyor attached hereto as Exhibit "A."

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its corporate officer and its corporate seal affixed hereto this 20th day of 00th, 1990.

MONARCH HOMES OF SARASOTA, INC., a Florida corporation

TTHOTHY TOWER WERE

STATE OF FLORIDA COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared TIMOTHY TOWELL, as Manager of MONARCH HOMES OF SARASOTA, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed on behalf of the corporation.

WITNESS my hand and official seal this  $29^{16}$  day of Ostaber, 1990.

NOTARY PUBLIC
My Commission Expires: 1-29-93

RETURN TO:
PREPARED BY: TIMOTHY S. SHAW, ESQ./Jkp
DYKEMA GOSSETT
1819 Main Street, #1100
Sarasota, Florida 34236
PERRY:88

OF TORONT

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\*\* OPPICIAL RECORDS : BOOK 2251 PAGE 114

### CERTIFICATE OF SURVEYOR

- I, the undersigned Registered Land Surveyor, hereby certify that:
  - This certificate is made with respect to Unit(s) 24 and 25, located in CHELMSFORD CLOSE, a condominium, as shown on the condominium plat recorded in Condominium Book 28, Page 44 through 44F, Public Records of Sarasota County, Florida, as amended.
  - The construction of the improvements in which said unit(s) are located is substantially complete.
  - 3. The plat, as previously amended, and as further amended by the matters set forth on Sheet(s) 7 attached hereto, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of said unit(s).
  - 4. As to said unit(s), the identification, location and dimensions of the common elements of such unit(s) can be determined from the plat, as amended, and the provisions of said Declaration.
  - 5. All planned improvements, including, but not limited to, landscaping, utility services and access to said unit(s), and common element facilities serving the buildings in which said units are located, have been substantially completed.

BISHOP & ASSOCIATES, INC. Consulting Engineers - Surveyors 78 Sarasota Center Boulevard Sarasota, Florida 34240

Alex S. Esber

R.L.S. Florida Certificate

Date: 10-24-90

EXHIBIT "A"

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OF

### CHELMSFORD CLOSE, a Condominium

KNOW ALL MEN BY THESE PRESENTS, that MONARCH HOMES OF SARASOTA, INC., a Florida corporation, hereinafter called Developer, does hereby amend that certain Declaration of Condominium recorded in Official Records Book 2222, at Pages 1612 through 1661, inclusive, of the Public Records of Sarasota County, Florida, pursuant to the provisions of Paragraph 17 of said Declaration and pursuant to Section 718.104, Florida Statutes, for the purpose of placing of record the Surveyor's Certificate of substantial completion of Condominium Unit(s) 22 and 23

The Condominium Plat of CHELMSFORD CLOSE recorded in Condominium Book 28, Pages 44, 44A through 44F, inclusive, of the Public Records of Sarasota County, Florida, is hereby amended in accordance with the Certificate of Surveyor attached hereto as Exhibit "A."

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its corporate officer and its corporate seal affixed hereto this \_llth \_\_day of \_\_July . 1990.

> MONARCH HOMES OF SARASOTA, INC. a Florida corporation

STATE OF FLORIDA COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared TIMOTHY TOWELL, as Manager of MONARCH HOMES OF SARASOTA, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed on behalf of the corporation.

WITNESS my hand and official seal this <a>11rh</a> day of <a>July</a> 1990.

> PUBLIC My Cómmission Expires:

RETURN TO: PREPARED BY: TIMOTHY S. SHAW, ESQ./JKp DYKEMA GOSSETT 1819 Main Street, #1100 Sarasota, Florida 34236 PERRY:88



### CERTIFICATE OF SURVEYOR

- I, the undersigned Registered Land Surveyor, hereby certify that:
  - This certificate is made with respect to Unit(s) 22 and 23, located in CHELMSFORD CLOSE, a condominium, as shown on the condominium plat recorded in Condominium Book 28, Page 44 through 44F, Public Records of Sarasota County, Florida, as amended.
  - The construction of the improvements in which said unit(s) are located is substantially complete.
  - 3. The plat, as previously amended, and as further amended by the matters set forth on Sheet(s) 7 attached hereto, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of said unit(s).
  - 4. As to said unit(s), the identification, location and dimensions of the common elements of such unit(s) can be determined from the plat, as amended, and the provisions of said Declaration.
  - 5. All planned improvements, including, but not limited to, landscaping, utility services and access to said unit(s), and common element facilities serving the buildings in which said units are located, have been substantially completed.

BISHOP & ASSOCIATES, INC. Consulting Engineers - Surveyors 78 Sarasota Center Boulevard Sarasota, Florida 34240

Alex S. Esber

R.L.S. Florida Certificate

Date: July 6, 1990

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EXHIBIT "A"

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## AMENDMENT TO DECLARATION OF MAINTENANCE COVENANTS AND RESTRICTIONS ON THE COMMONS FOR THE MEADOWS

WHEREAS, The Meadows Community Association, Inc., is the successor master property owners association, under the terms of the heretofore filed document entitled "Declaration of Maintenance Covenants and Restrictions on the Commons for the Meadows" (the "declaration"), together with exhibits and subsequent amendments thereto, in the Public Records of Sarasota, County in Official Records Book 1113, pages 715-759, inclusive; and

WHEREAS, the Board of Directors of The Meadows Community Association, Inc., has determined that the existing provisions of said Declaration governing late payment of annual assessments should be amended to provide for additional charges in the event owners are substantially delinquent in payment of the annual assessment; and

WFIEREAS, The Meadows Community Association, Inc., is the Grantee of the right and authority to amend the "declaration" from time to time pursuant to an "Assignment of Rights" by the Developer-Grantor; the assignment being set forth in a document dated June 7, 1995 which document was duly recorded in Official Record Book 2749, Page 982-985, inclusive, Public Records of Sarasota, County, Florida;

NOW, THEREFORE, pursuant to its lawful authority and according to a resolution unanimously adopted by the Board of Directors of The Meadows Community Association, Inc., on October 24, 1996, certain provisions of the Declaration are hereby amended and modified as follows:

1. That Paragraph 16, of the Dec. ration of Maintenance Covenants and Restrictions on The Commons for The Meadows is amended by adding the following paragraph to the present text:

(g) Further Charges and Provisions on Delinquent
Accounts. Assessment accounts which have
become delinquent shall bear interest on the
amount of the unpaid balance, until fully paid, in
an amount up to the maximum legal rate for
individuals in the State of Florida. Further, all
delinquent accounts not paid within ten days
following the March 1" delinquency date, shall
also be charged an Administrative Late Fee in the
amount of Fifty Dollars (\$50.00) or 2% of the

Prepared by: Neil J. Welch, Esq., 5661 Pipers Waite, Sarasota, FL 34235

unpaid balance, whichever shall be grater. In addition, all checks, or other payment instruments, submitted in payment of accounts which have been returned to the Association because of insufficient funds on deposit, or for any other reason, including improper execution of the payment instrument, shall subject the account to a charge of Twenty-five Dollars (\$25.00) for each such defective payment instrument. Payment when received by the Association shall be credited first to any interest due on the delinquent account; secondly, in settlement of the Administrative Late Fee; thirdly, to all of the Association's collection costs and charges, including, but not limited to Attorney's fees; and finally, to the settlement of the unpaid balance of the delinquent assessment.

2. Amend Paragraph 17, as amended, cf the Declaration of Maintenance Covenants and Restrictions on The Commons for The Meadows by adding the following paragraph to the present text:

(e) Notwithstanding anything herein to the contrary, charges to delinquent accounts which are subject to the application of Liens by the Association shall also include charges for interest, Administrative Late Fees, and all Costs of the Association incurred as a consequence of the collection of such delinquent assessment accounts.

# OFFICIAL RECORDS

# CERTIFICATE OF AMENDMENT TO DECLARATION OF MAINTENANCE COVENANTS AND RESTRICTIONS ON THE COMMONS FOR THE MEADOWS

The undersigned, as President of The Meadows Community Association, Inc., a Florida Corporation not for profit, does hereby certify:

That by action of The Board of Directors on October 24, 1996, an amendment of the Declaration of Maintenance Covenants and Restrictions on the Commons for The Meadows, the original of said document to be found duly recorded in the Official Records of Sarasota, County, Florida, and that such action by the Board of Directors was sufficient to effect the amendment of the document as set forth in the preceding pages hereto.

IN WITNESS WHEREOF, the undersignovember 1996	gned has set his hand and se	eal this day of
Meadows Community Association, Inc.		Jean Jean Jean Jean Jean Jean Jean Jean
Frank Reuss, Present		S S TE
ATTEST:		EOTE
Evelyn Shere, Secretary	(Corp. Seal,	300000
STATE OF FLORIDA		2 2 200
SARASOTA COUNTY		The second manner
The foregoing instrument was acknowledged, by Frank Reuss, as President, and	edged before me this <u>/a#</u> d by Evelyn Shore, as Secre	day of November
Community Association, Inc., a Florida		
individuals are personally known to me notarization and the said individuals did		t the time of
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ARASOTA COUNTY CHARACTER

NOTARY PUBLIC:

Bobbie Materioli

BOBBIE MATERIOLI
COMMISSION / CC 405018
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ATLANTIC BONDING CO., INC.

# AMENDMENT TO DECLARATION OF MAINTENANCE COVENANTS AND RESTRICTIONS ON THE CONSUME FOR THE MEADOME

WHEREAS, Taylor Woodrow Homes, Limited (Florida Division), a corporation under the laws of the United Kingdom, authorized to do business in the State of Florida, hersinefter referred to as "Developer", has heretofore filed a document entitled "Declaration of Weintenance Covenants and Restrictions on The Commons for the Meadows" (the "Declaration"), together with Exhibits thereto, in the Public Records of Sarasota County in Official Records Book 1113, Pages 715-759, inclusive; and

WHEREAS, the Declaration was amended by instruments recorded in Official Records Books of the Public Records of Sarasota County, as follows: Book 1137, Pages 1968; Book 1326, Page 882; Book 1428, Page 552; Book 1693, Page 2127; Book 1693, Page 2130; Book 1910, Page 416; Book 2007, Page 2152; and Book 2183, Page 571; and

WHEREAS, the Declaration reserves unto Developer the right to amend the Declaration, provided all such amendments conform to the general purposes and standards set forth in the Declaration; and

WHEREAS, the Declaration further provides a reserved right of the Developer to assign and delegate certain of its rights to The Meadows Community Association, Inc. a not for profit Florida Corporation which the Developer established under the terms of the Declaration as a master property owners association for the purpose of operating, maintaining and improving the common areas of the community according to the terms of the Declaration and which entity has responsibilities under the Declaration for enforcement of its Covenants and Restrictions; and

WHEREAS, the Developer has delegated onto The Meadows Community Association, Inc., pursuant to the Declaration, the right of the corporation to merge with The Highlands Management Association, Inc., another not for profit Florida Corporation organized by the Developer as a master property owners association for the Developer's "Highlands" community, which is located in Sarasota County, immediately adjacent to the property subject to the Declaration; and

Prepared by: Neil J. Welch, Esq., 5661 Pipers Waite, Sarasota, Fl. 34235

-1-

### ANGOMETT TO MASTER COVENANTS FOR THE HIGHLANDS

WHEREAS, TAYLOR WOODROW HOMES, LIMITED (FLORIDA DIVISION), a corporation under the laws of the United Kingdom, authorized to do business in the State of Florida, hereinafter referred to as "Devaloper" has heretofore filed a document entitled "Mastar Covenants For The Highlands", together with exhibits thereto, in the Fublic Records of Sarasota County in Official Records Book 1659, Pages 1539-1578, inclusive, hereinafter referred to as "Covenants; and

WHERRAS, said Covenants reserve unto Developer the right to supplement and amend said Covenants provided all such supplements and amendments conform to the general purposes and standards set forth in said Covenants declaration; and

WHEREAS, said Covenants provide a reserved right unto Developer to assign and delegate any and all of its rights to The Highlands Management Association, Inc., the entity established by Developer, under the said Covenants, as the master property owners association for the purpose of enforcing the Covenants as well as operating, maintaining and improving the common areas of The Highlands; and

WHEREAS, the Developer has delegated unto said Highlands master property owners association," The Highlands Management Association, Inc.", the right to merge this Corporation into The Meadows Community Association, Inc.", the master property owners association for the Developer's immediately adjacent Meadows Community", which is also located in Sarasota County; and

WHEREAS, the Developer, in approving the merger of the two corporations, stipulated that the terms of the merger provide that owners of property in both the Highlands and Meadows communities be afforded fairness and equity in the matter of their voting rights and as regards assessments against their property for the purpose of paying the operational expenses of the master property owners association; and

WHEREAS, in furtherance of said delegation, the Boards of Directors of both The Highlands Management Association, Inc., and The Meadows Community Association, Inc., did each unanimously resolve upon a "Plan of Merger", which plan provided for the stated desired fairness and equity, and did each submit the plan to a vota of the members of each Corporation at special meetings of the members, all pursuant to the provisions of Florida Statutes, 716.1101-617.1106 (1991); and

Prepares by: | Meil J. Welch, Esq., 5661 Pipers Waite, Sarasota, Fl. 34235 PAGE 1545

WHEREAS, by a vote of the members of The Highlands Menagement Association, Inc., on April 30, 1992, the required majority of members did approve the plan to marge their corporation into The Meadows Community Association, Inc. and the members of the latter corporation, on the same date, by a vote of the required majority of members, did likewise approve the merger; and

WHEREAS, in evidence of the "Plan of Merger" and the action taken by both Corporations thereunder, the President and Secretary of both Corporations did, on April 30, 1992, execute the required "Articles of Merger" pursuant to Section 617.1105, Florida Statutes (1991), and submit said Articles of Merger to The Florida Secretary of State; and

WHEREAS, The Secretary of State for The State of Florida, has approved and filed the "Articles of Merger" on May 4, 1992, which Articles of Merger provide that on June 1, 1992. The Highlands Management Association, Inc., shall cases its separate corporate existence and all of its rights, property, property interests, debts, obligations and liabilities shall be transfered, without limitation, to the surviving Corporation, The Meadows Community Association, Inc., which shall carry on the business and perform all duties and obligations of said former Highlands Management Association, Inc., as required by this declaration, "The Master Covenants For The Highlands" insemuch as the "Articles of Merger" requires the surviving corporation to adopt and enforce, completely and fully, these Highlands Covenants;

THE PROPERTY OF PROPERTY OF THE PARTY OF THE

NOW, THEREFORE, pursuant to the delegation of the Developer, as stated, and as a consequence of action taken under Florida Law to merga The Highlands Management Association, Inc., into The Meadows Community Association, Inc., as evidenced by the "Articles of Marger" filed with the Florida Secretary of State, this Declaration, THE MASTER COVENANTS FOR THE HIGHLANDS, is hereby amended by providing an additional exhibit, "Exhibit D", which shall be the attached "Articles of Merger", and by the addition of a new paragraph 37 to the body of the Covenants, which shall be as follows:

"37. Merger of Association. Effective June 1, 1992, The Highlands Management Association, Inc., ( the merging corporation) is mergered into The Meadows Community Association, Inc., (the surviving corporation) which corporation shall assume all duties, responsibilities and obligations, without limitation, and carry on the business of The Highlands Management Association, Inc., and its members according to these Covenants which instrument the surviving corporation shall adopt and execute without limitation. All rights, duties and responsibilities of members under these covenants, following merger of the Corporations shall remain fully in effect without change unless otherwise specifically provided for herein. ( see the" Articles of Merger", exhibit D, hereto, for terms of the merger)

-2-

### CERTIFICATE OF SMEMDMEN 10 DETER COVERNME FOR YER

The undersigned, as President of The Highlands Management Association, Inc., a Florida Corporation not for profit, does

hereby certify:

That by action of The Board of Directors and by a required majority of the members of The Highlands Management Association, Inc., the "Plan of Merger" was adopted and approved on April 30, 1992, pursuant to Sections 617.1101-617.1106, Florida Statutes (1991), which action results in the merger of The Highlands Management Association, Inc., into T. Association, Inc., effective June 1, 1992. The Headows Community

That on May 4, 1992 the attached "Articles of Merger",

exhibit D, were filed by the Secretary of State of Florida.
IN WITNESS WHEREOF, the undersigned has set his hand and seal, this 27th day of May, 1992.

THE HIGHLANDS MAN

Johnson

(Corp seal)

Secretary

STATE OF FLORIDA SARASOTA COUNTY

The foregoing instrument was acknowledged before me this 27th day of May, 1992, by David Johnson, as President and by Sidney Waller, as Secretary, of The Highlands Management Association, Inc., a Florida Corporation, on behalf of the Corporation. Both individuals personally appeared before me at the time of notarization, are both personally known to me and both did take an oath.

NOTARY PUBLIC:

Print BURRY BOTH MOLINARY

My Commission expires:



HARY BETH MOLINARO n. Exp. Supt. 11, 1900 No CC 162902

SHARON S. VANDER VULP
ATTORIST AT LAW
P.O. BOX 1757
VENICE, FLORIDA 34284-1767

RECORDED IN OFFICIAL RECORDS
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2003 JUN 27 10:59 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASDTA COUNTY, FLORIDA
MTAYLOR Receipt#339494

### CERTIFICATE OF AMENDMENT

TO THE

AMENDED AND RESTATED BYLAWS

OF



### THE MEADOWS COMMUNITY ASSOCIATION, INC.

THE MEADOWS COMMUNITY ASSOCIATION, INC., its address being 5037 Ringwood Meadow, Sarasota, FL 34235, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Condominium of Maintenance Covenants and Restrictions on The Commons for The Meadows is recorded in O.R. Book 1113, page 715, et seq., as amended, of the Public Records of Sarasota County, Florida. The following amendment to the Amended and Restated Bylaws was submitted to the Board of Directors at its meeting called and held on the 12<sup>th</sup> day of June, 2003, and approved by an affirmative vote of a majority of the directors present at a properly called Board meeting as required by the Amended and Restated Bylaws.

Article IV, Section 1, Annual and Special Meetings of Members, is hereby amended to read as follows:

ANNUAL AND SPECIAL MEETINGS OF MEMBERS: 1. The annual meeting of members shall be held at the office of the Corporation, or at such time, other place, and date as may be designated by the Board of Directors, at an hour designated by the Board of Directors, on the first Monday in March of each year for the purpose of electing directors and transacting any other

JOAN E. MISJA

MY COMMISSION & DD 09903

EXPIRES: November 14, 2003
1-2093-HOTARY FI, Housy Savko & Bording, Inc.

business authorized to be transacted by the members.

IN WITNESS WHEREOF, said Association has caused thi
Certificate to be signed in its name by its President, this 23rd
day of, 2003.
ATTEST: THE MEADOWS COMMUNITY ASSOCIATION, INC.
By: Maxima Borchers Secretary KIRK JORDAN, President
Joseph L. Koyl  STATE OF FLORIDA COUNTY OF SARASOTA
I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared KIRK JORDAN, as President and Maxine Borchers as Secretary, of THE MEADOWS COMMUNITY ASSOCIATION, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment to the Amended and Restated Bylaws on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Certificate of Amendment to the Amended and Restated Bylaws and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.
WITNESS my hand and official seal at Sarasota, Sarasota County, Florida this <u>23rd</u> day of <u>June</u> , 2003.
Toax E. missa  Printed Name of Notary:  Motory Public  Commission #

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My Commission Expires:

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THIS INSTRUMENT PREPARED BY: MEADOWS COMMUNITY ASSOC. INC. Attn: Len Smally, Manager 2004 Longmeadow Sarasota, FL 34235 RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2000150014 2 PGS
2008 NOV 18 10:44 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

HJAMES



Receipt#1108243

CERTIFICATE OF AMENDMENT

TO THE

AMENDED AND RESTATED BYLAWS

OF

### THE MEADOWS COMMUNITY ASSOCIATION, INC.

THE MEADOWS COMMUNITY ASSOCIATION, INC., its address being 2004 Longmeadow, Sarasota, Fl 34235, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Condominium of Maintenance Covenants and Restrictions on The Commons for The Meadows is recorded in O.R. Book 1113, page 715, et seq., as amended, of the Public Records of Sarasota County, Florida. The following amendment to the Amended and Restated Bylaws was submitted to the Board of Directors at its meeting called and held on the 13<sup>th</sup> day of November, 2008, and approved by a unanimous vote of the directors present at a properly called Board meeting as required by the Amended and Restated Bylaws.

Article IV, Paragraph 3, Bylaws of The Meadows Community Association be amended to read: "Notice shall be written and shall state the time, place and object for which the meeting is called, and be given not less than twenty (20) days nor more than forty-five (45) days prior to the date for such meeting."

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by it President, this 1844 day of November, 2008.

ATTEST: ASSOCIATION, INC.	ТНЕ	MEADOWS	COMMUNITY
By: A whom Sa By: Minny Ginny Coveney Sec WITNESSES:	Circliney cretary	Anthony Sa	wyer, President
for the State of Florida at President and Ginny Cove ASSOCIATION, INC., a officers of said corporat	TFY that on this day t large, personally a eney, as Secretary, or and they acknowled tion; and they exec	ppeared ANTHOL fTHE MEADOW ged before me the cuted the foregoi	NY SAWYER, as 'S COMMUNITY nat they are such ng Certificate of
Amendment to the Amendand affixed thereto the conto execute said Certificate and that the execution the are personally known to identification and did not a WITNESS my han	rporate seal of said of some of Amendment to reof is the free act and me or have pro-	corporation; that the Amended and and deed of said conduced there drive	ney are authorized Restated Bylaws corporation. They wer's licenses as
this 18th day of Noven	nber, 2008. <u>K</u>	athy Gibson	
KATHLEEN M. GIBSON NOTARY PUBLIC - STATE OF FLORIDA COMMISSION # DD 793997 My Comm. Expires June 2, 2012		otary Public ommission#	M. Slebson

## CHELMSFORD CLOSE CONDOMINIUM ASSOCIATION RULES, REGULATIONS AND GENERAL OPERATING PROCEDURES

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JAN, 2018

## CHELMSFORD CLOSE CONDOMINIUM ASSOCIATION Rules, Regulations and General Operating Procedures

### INTRODUCTION TO RULES, REGULATIONS AND PROCEDURES

The degree to which Residents respect each other's rights will ultimately shape the quality of life at Chelmsford Close. Condominium rules, regulations and restrictions are necessary to preserve your right to the enjoyment of your community. The following Rules and Regulations are intended to clarify the policies and procedures in place at Chelmsford Close. The Board and/or Management Company are empowered to invoke all measures necessary to enforce the rules and regulations. The cooperation of all residents is requested.

### **ORGANIZATIONAL STRUCTURE**

The Board of Directors will have all powers necessary to manage the affairs of the Association. The number of directors may vary from time to time, but will be no less than three (3) and no more than five (5). Directors are elected by the members at the annual meeting and serve for a term of two (2) years. The officers are President, Vice President, Secretary and Treasurer. The fifth member of the Board is a Member at Large. The President and Secretary may not be the same person.

### MANAGEMENT COMPANY

The Board of Directors employs the services of a Management Company to manage and operate the condominium property. Questions, suggestions, comments or complaints concerning the operation or condition of the community should be put in writing and brought to the attention of the Management Company. The Management Company will refer issues that they are not contracted to resolve to the Board of Directors. Members are also encouraged to communicate their suggestions and opinions to the Board of Directors.

### **MEMBERSHIP AND BOARD MEETINGS**

ANNUAL MEETINGS OF THE MEMBERSHIP – The annual members' meeting will be held the third Thursday in November at 2 pm at The Meadows Community Association building located at 2004 Longmeadow.

SPECIAL MEETINGS OF THE MEMBERSHIP – Special meetings may be called by the President or the Board of Directors, or by a written request of the majority of the Members, for any purpose or at any time and will be held at the Meadows Community Association building.

REGULAR MEETINGS OF THE BOARD OF DIRECTORS – A regular meeting will be held immediately following the annual meeting and whenever deemed necessary by the Board of Directors. Regular meetings will be held at the Meadows Community Association building or at the Management Company's office.

Members who wish to address the Board on a particular issue should ask to be placed on the Board Meeting agenda by contacting a Board Member or the Management Company. There will be an opportunity for Members to ask questions or make comments at the end of each regular meeting.

### **NOTICE OF MEETINGS**

Notice of the annual and special meetings of the membership will be mailed by regular mail at least fourteen (14) days prior to the annual meeting and will also be posted on the bulletin boards located next to the mailboxes. The Board of Directors may also hold regular monthly meetings which Members are invited to attend. Notice of the regular meetings will be posted to the bulletin board and emailed to those members who have provided the Board with their email address no less than forty eight (48) hours prior to the meeting.

### **USE RESTRICTIONS**

- The condominium units are for residential use only. No industry, business, trade, occupation or
  profession of any kind, commercial or otherwise, designed for profit shall be conducted,
  maintained or permitted on the property. No more than two persons per bedroom may
  permanently reside in any one unit.
- 2. Members may not make any structural additions or alterations (except the erection or removal of any non-support carrying interior partitions wholly within the unit) to any Unit, the Common Elements or Limited Common Elements or to the Association property. Owners wishing to make design modifications and improvements to their Unit should refer to <u>Appendix A: Rules for Major Unit Renovations</u> before beginning any renovation.
- 3. Residents may not permit loud or objectionable noise or obnoxious odors to emanate from the Unit, Common Elements or Limited Common Elements; or the playing of radios or musical instruments in or around the Unit which may cause a nuisance to the owners of other units; or as to reasonably interfere with the use and enjoyment by other unit owners of their Units or Common elements.
- 4. Owners may not paint or otherwise change the appearance of any exterior wall, door, window, patio, lanai or any exterior surface; place any sunscreen, blind or awning on any exterior opening; place any draperies or curtains at the windows of any unit facing the exterior of the unit without a solid light colored liner acceptable in color to the Board of Directors; tint, color or otherwise treat or apply anything to a window which will adversely affect the uniform exterior appearance of the building in the opinion of the Board of Directors; plant any planting outside of the unit except with the written approval of the landscaping plan by the Board of Directors (Refer to Appendix B Introduction to Chelmsford Landscape Guidelines); erect any exterior lights or signs, place any signs or symbols in windows; erect or attach any structures or fixtures within or on the Common Elements or Limited Common Elements or Association property; nor any of the foregoing without the written consent of the Board of Directors.
- 5. Owners may not erect, construct or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the Common Elements or Limited Common elements or Association property, except with the written consent of the Board of Directors. (Specific rules concerning antennae and satellite dishes can be found below.)
- Owners may not make any use of the Unit which violates any laws, ordinances or regulations of any governmental body.

- 7. Owners, tenants, guests and invitees shall conform to and abide by the Declaration of Condominium, the Bylaws and the uniform rules and regulations in regard to the use of the Units, the Common Elements, the Limited Common Elements or the Association property which may be adopted from time to time by the Board of Directors. If a Unit owner, tenant, guest or invitee fails to abide by these regulations, the Bylaws, or the Declaration of Condominium, the Board of Directors has the right to either require the unit owner to immediately correct the violation and/or be subject to a fine up to a maximum of \$100 per day.
- 8. Owners may not permit or suffer anything to be done or kept in his condominium Unit, Common Elements or Limited Common Elements or Association property which will increase insurance rates on any Unit, the Common Elements or Limited Common Elements or Association property.
- Owners may not divide or subdivide for purpose of sale or lease except to the owner of an adjacent Unit; however a Unit may be combined with an adjacent Unit and occupied as one Unit.
- 10. Owners must not commit or permit any nuisance, immoral or illegal act in the Unit or on the Common Elements, Limited Common Elements or Association property.
- 11. Owners must not hang any laundry, garments or other unsightly objects which are visible outside the Unit.
- 12. Owners may not obstruct the common way ingress or egress to the other units of the Common Elements or Association property.
- 13. Owners must not allow anything to remain in or on Common Elements, Limited Common Elements or Association property which would be unsightly or hazardous.
- 14. Owners may not allow any rubbish, refuse, garbage or trash to accumulate in places other than in sealed or tied plastic garbage bags inside garbage receptacles which shall be kept inside the Unit/garage. Such garbage receptacles shall be placed near the curb of the street in front of the Units on the mornings of the garbage pickup, but at no other time, and must be returned to inside of the Unit on the same day as the garbage is picked up. Each unit owner shall keep his/her unit and the Common Elements, Limited Common Elements and Association property at all times in clean and sanitary condition.
- 15. Unit owners must not allow any fire or health hazard to exist.
- 16. Unit owners may not enclose or change the unit's entrance way or courtyard. The lanai may be enclosed but the unit owner must submit the design to the Board of Directors and the Architectural Review board for approval prior to construction.
- 17. Owners may not allow commercial vehicles, trucks, boats, campers, trailers, mobile homes or similar vehicles to be parked on the condominium's property except for service vehicles during the time they are actually servicing the unit, the Common Elements, the Limited Common Elements or Association property. Unit owners must park their vehicles inside the garage with the garage door closed. Owners who have more than two vehicles or choose to use part of their garage for purposes other than parking two vehicles must park the second vehicle away form association property. Owners may not under any circumstances park their vehicles in guest parking spaces (except at the pool, during active pool use). At no time may a vehicle be offered for sale either in a unit owner's driveway or guest parking space. Unit owners should notify the MCA Security of overnight guests parking by giving a vehicle description. Failure to inform the

MCA Security may cause a risk that the vehicle will be ticketed or towed away. No vehicles of any type may be parked on the street at any time. Guests of a unit owner may park their vehicles in the owner's driveway. A commercial vehicle is defined as: 1) any vehicle primarily used in a trade or business or having advertising or promotional information, symbols or materials affixed thereto; and 2) any motor vehicle designed principally or in part for the movement of heavy freight or objects, either in an open or closed bed or in a semitrailer, and including a motor vehicle to which has been added a cabinet box, a platform, a rack or other equipment for the purpose of carrying goods other than the personal effects of the passenger.

- 18. Unit owners must not make use of the Common Elements or Association property in such a manner as to abridge the equal rights of other unit owners to their use and enjoyment.
- 19. Unit owners may not have any animals other than cats, dogs, caged bird and aquatic animals kept in a water tank. In the event that in the sole opinion of the Board of Directors any animal becomes a nuisance, such animals will be removed from the unit immediately. Authorized pets are only allowed on the Association property or Common Elements when on a leash, accompanied by its owner and then only as long as the pet does not create a disturbance. Animals are not permitted at the pool.
- 20. Unit owners may not lease less than an entire Unit; or lease an entire Unit for a period of less than ninety (90) days; or lease a Unit more than two (2) times in a calendar year. During the time the Unit is leased or occupied by others, the Unit owner shall not have the right to use Common Elements and facilities except as a guest of a Unit owner or the lessee.
- Minors may reside in the Unit provided there is an adult occupant in residence.

# **HURRICANE SHUTTERS AND PROTECTION**

- As a protective measure, Unit owners are permitted to install plastic safety film treatments of a clear or light grey tint to the inside of their windows and sliding glass doors without applying for an architectural review.
- Chelmsford Close follows the MCA Hurricane Shutter policy.
- Any style of hurricane shutter or protection may be installed when a hurricane or tropical storm watch (48 hours prior) has been issued for our immediate area. Those shutters or other protection must be taken down promptly after the threat has passed.
- Hurricane shutters that have been approved, by application to Chelmsford Close and the MCA for the hurricane season, may be installed starting May 1<sup>st</sup> and remain so installed until November 30<sup>th</sup> or may be used for any part of the season.
- Owners are responsible for maintaining the condition of approved shutter installations. Failure to do so could result in the Association's requesting removal.

#### SATELLITE DISHES AND ANTENNAE

No television, radio, satellite, or other antenna or satellite system (herein collectively "antenna") may be erected, attached or installed (herein collectively "installed") within Chelmsford Close, except with the prior written approval of the Board of Directors and in strict compliance with the following requirements:

- 1) Permitted Antenna. The only two (2) types of antennae permitted to be installed within Chelmsford Close are as follows: (a) direct broadcast satellite dishes (DBS) that are one meter (39 inches) or less in diameter; and (b) multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter of diagonal measurement (collectively hereinafter referred to as "Permitted Antenna"). Each Permitted Antenna shall be the manufacturer's original color.
- Exterior Antenna Installation Location. A Permitted Antenna shall not be installed (in whole or in part) in the Common Elements, except that a Permitted Antenna may be installed within the interior vertical boundaries of the Unit's A/C Pad area. Installation may be made directly to the interior side of the two (2) vertical walls that partially conceal the A/C unit or upon a pole, rod, stand, or other device that is either anchored directly into the ground or to the A/C pad. Installation must secure the Permitted Antenna during storm events. Direct installation on the Unit boundary wall is strictly prohibited. No portion of the Permitted Antenna shall extend past the top of the two (2) vertical walls that partially conceal the Unit's A/C unit unless the Unit Owner is unable to receive an acceptable quality signal. If the Unit Owner is unable to obtain an acceptable quality signal, the Unit Owner may extend the Permitted Antenna vertically (keeping the Permitted Antenna wholly within the interior vertical boundaries of the Unit's A/C Pad area) as may be necessary to obtain an acceptable quality signal. In no instance shall any portion of a Permitted Antenna extend more than three (3) feet above the roofline located immediately above the A/C pad. For clarification, the "roofline" is defined as the fascia that forms the frontage immediately below the roof tiles.
- 3) Unit Interior Antenna Installation Location. Unit Owners may install a Permitted Antenna within the boundaries of the Unit and other exclusive use areas. No portion of a Permitted Antenna installed pursuant to this Paragraph 3) shall be attached to or otherwise extend into the Common Elements.
- 4) Compliance with Requirements. To safeguard the safety of all Unit Owners, Tenants, Residents and Guests in Chelmsford Close, it shall be the obligation of the Unit 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 Permitted Antenna, if any, installing and using the Permitted Antenna in accordance with safety recommendations and requirements of the manufacturer, and in accordance with the customs and standards for the industry, including compliance with electrical code requirements to properly ground the Permitted Antenna, and installation requirements necessary to properly secure the Permitted Antenna, and hiring installers with sufficient expertise and adequate insurance to protect their work.
- 5) Maintenance Responsibility and Restoration upon Removal or upon Damage.

  The Unit Owner is responsible for the maintenance of a Permitted Antenna installed as provided herein, including restoration upon removal. The Unit Owner shall be responsible for any damages caused by the installation, operation, use and/or removal of the Permitted Antenna.
- 6) Application and Approval. A Unit Owner wishing to install a Permitted Antenna as provided herein shall submit a written request to the Board of Directors prior to installation. The written request shall show the proposed location of the Permitted Antenna and must sufficiently describe how the Permitted Antenna will be installed and anchored. The Board of Directors will provide written approval of Permitted Antenna if all requirements contained in this rule have been met. The Board of Directors shall deny any request that is not in strict compliance with this rule.

#### **FLAGS**

Unit owners are permitted to display one portable, removable U.S flag in a respectful way. On Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veteran's Day, owners may display in a respectful way the flags of the U.S. Army, Navy, Air Force, Marine Corps or Coast Guard. Decorative flag displays of any other kind are not permitted.

#### **LANDSCAPING**

Owners are not permitted to plant any planting outside the privacy courtyard without prior approval of the Board of Directors or the Landscape committee. This includes planting outside of the unit's lanai. Because of the various cables, wiring and the chemical termite barrier, unit owners are not permitted to do any digging on the Common Elements without approval of the Board of Directors or Landscape Committee. Installation of patio squares outside unit's lanai requires the completion of an Architectural Review request, and approval by the Board of Directors and the Meadows Community Association. Installation of material such as gravel, pea pebbles, rocks, concrete or edging outside a unit's lanai is prohibited. Annual flower planting shall be maintained by the unit owner. For more detailed information, see Appendix B: Chelmsford Close Landscape Guidelines.

#### **USE OF BARBECUE GRILLS**

Unit owners may not allow any fire hazard to exist. Chelmsford Close Condominium Association follows the code sections of the National Fire Prevention Association, the Florida Fire Prevention Code and the Sarasota County Fire Marshall in regard to the use of charcoal or propane grills in multi-unit buildings. Per such, propane and charcoal grill use is permitted in Chelmsford Close.

Owners, tenants and guests are responsible for familiarizing themselves with the proper use and storage of charcoal grills, propane grills and cylinders/tanks. Manufacturer's Use and Storage guides and the propane industries standards should be read and followed. The recommendation is to store the grill and propane cylinders in a well ventilated area.

For safety and consideration of your neighbors, grills will be used in the driveway which is part of the Unit, at least ten (10) feet away from the building. Grills may not be stored on the lanai, whether enclosed or screened, or on the Common Elements. Grills may not be used under any overhang (i.e. privacy court), close to the Unit or on any Common Element.

#### MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible, the sale, transfer or lease of Units by any owner shall be subject to review and approval by the Board of Directors. Written application for approval accompanied by a \$50 fee paid by a prospective purchaser, transferee or leaser will contain information for the Board to make an informed decision. Consideration will be given to good moral character, social compatibility, personal habits and financial responsibility of the proposed purchaser, transferee or leaser. A financial and criminal background check will be performed on all applicants. The cost associated with the background check will be paid for by the applicant in addition to the \$50 application fee.

#### **ROAD RULES**

In order to maintain a safe community of congenial residents, everyone in the complex will follow the State of Florida vehicle statutes when operating a motor vehicle in Chelmsford Close.

# MAINTENANCE, REPAIR AND REPLACEMENT

The Association will maintain, repair and replace as part of the common expense all of the Association property, Common Elements, Common Facilities, Limited Common Elements. Should the Board of Directors determine that any maintenance or repair required to be made by the Association was caused by the carelessness or negligence of the Owner, his tenants or guests, the Association may require that the Unit Owner bears the cost of maintenance or repair.

Each unit owner shall maintain, repair and replace everything within the confines of his unit that is not part of the Common Elements or Limited Common Elements, including but not limited to: paint, finish, covering, wallpaper and decorations of all walls, floors and ceiling; built in shelves, cabinets, counters, storage areas and closets; appliances, hot water heaters, kitchen equipment, bathroom fixtures; electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches; mechanical, ventilating, heating/air conditioning equipment; interior doors, walls, partitions and room dividers; furniture, furnishing and personal property; glass or screened surface of windows, exterior doors, and lanais. The replacement or modification of any glass or screened surfaces of windows, exterior doors and lanais must be approved in advance by the Association.

For major unit renovations, refer to Appendix A: Rules for Major Unit Renovations.

# REQUESTS FOR REIMBURSEMENT FOR REPAIRS

Owners seeking payment from the Association for repairs to their unit which they feel is the responsibility of the Association must follow the procedures below:

- Report your claim of damages for which you believe the Association is responsible to the Property Manager prior to contacting a contractor, beginning the repair work or paying the bill.
- Obtain a written cost estimate, detailing the work to be performed, the cause of the damage and the itemized cost of materials and labor.
- Submit the above cost estimate to the Property Manager, and cooperate with the Property Manager and/or Association Board Member's investigation of the owner's claim for damages and cost estimate of repairs.
- Obtain approval of the Board of Directors of owner's claim for damages and written cost estimate.
- Owner shall not contract to have their claim of damages repaired UNTIL ALL of the above requirements have been accomplished, EXCEPT in an emergency repair situation. In an emergency repair situation, the owner must notify the Association's Property Manager or Board Member of the nature of the emergency and then take the necessary action to prevent further

damage and have the necessary repairs done. Owner shall thereafter submit the bill of repairs to the Association's Board for retroactive approval and payment.

The Association will not be responsible for payment of any repairs if the owner does not comply with the above requirements.

#### **UNIT ACCESS**

The Association has the right of access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Element or any portion of a unit to be maintained by the Association, or as necessary to prevent damage to the Common Elements or to any other unit or units. Unit owners are asked to provide a key to the management company to facilitate entry to their unit.

#### **INSURANCE**

The Association will obtain and maintain fire and extended coverage insurance with a responsible insurance company on the portions of the units contributing to the structure of the building, and the personal property of the association. Each unit owner shall be responsible for insuring personal property located within the unit, including but not limited to: ceiling, floor and wall coverings; electrical/plumbing/telephone/television/bathroom fixtures, equipment and apparatus; appliances and kitchen equipment; hot water heaters; built in shelves, cabinets; counters, storage areas, closets, interior doors, walls, partitions and room dividers within the unit boundaries; glass or screened surfaces on windows, wood louvers, exterior doors, porches or lanais; and any improvement made with the unit which are not covered by the Association policy. Damage to any furniture, furnishing, personal effects and other personal property belonging to the unit owner will be the responsibility of the unit owner.

The unit owner's policy must contain a provision that the policy is excess coverage of the amount recoverable under any other policy, and include special assessment coverage of at least two thousand dollars (\$2,000) per occurrence. The Association must be named as an additional insured and loss payee on all casualty insurance policies issued in the Condominium. Unit owners are required to provide proof of hazard and liability insurance upon request by the Association. If none is provided, the Association maintains the right to purchase insurance at the owner's expense.

# **ASSESSMENTS AND LIENS**

The Board of Directors shall approve the annual budgets for each fiscal year, and each unit owner will be responsible for his unit's share of such annual assessment. One-fourth (1/4) of the unit owners annual assessment is due and payable in advance to the Association on the first day of the first, fourth, seventh and tenth months of each fiscal year (January, April, July and October).

In addition, the Board of Directors has the power to levy special assessment against the unit owners in proportionate share if necessary to cover unanticipated expenditures which may occur during the fiscal year. The Board shall notify the Unit Owners in writing of the specific purpose of the special assessment.

Any assessment that is not paid when due will bear interest from the due date until paid at the highest rate permitted by law. In addition, a late charge of no more than \$50 per occurrence will be charged if the payment is not paid by the15th of the month in which it is due (the current late charge is \$25).

#### **RECORD REQUEST PROCEDURE**

The official records of the Chelmsford Close Condominium Association are open to inspection by an association member or authorized representative, at all reasonable times; and the right to inspect includes the right to make copies at a reasonable expense by following the procedure below:

- A request for Chelmsford Close Condominium Association official records must be in writing by an Association member or authorized representative and sent to the Board or its designee (currently Sentry Management Company).
- 2. Said request must specify, in writing, exactly which records they wish to view.
- Said records shall be made available to requestor within five (5) working days of receiving a written request as required.
- 4. Photocopies can be made at a cost of twenty five cents (\$0.25) per copy, payable to the Chelmsford Close Condominium Association.

#### **USE OF THE POOL**

- 1. The use or presence of glass ware in the pool or on the pool deck is prohibited.
- 2. Pets are not permitted inside the pool gate or on the pool deck.
- 3. Showering before entering the pool is required.
- 4. There will be no diving, loud voices, loud music or shouting in the pool area.
- The pool may only be used between dawn and dusk.
- 6. Pool furniture must be straightened when leaving. Umbrellas must be returned to the closed position. Pool furniture may not be removed from the pool area.
- 7. No materials of any kind may be added to the pool water. Tampering with pool equipment is prohibited.
- 8. Persons using sunscreen must place a towel on the pool furniture before using.
- 9. If requested by a unit owner, guests using the pool must identify themselves.
- 10. Bikes and skateboards are not allowed in the pool area.
- 11. Large inflatable rafts are not allowed in the pool.
- 12. Children under the age of twelve (12) must be accompanied by an adult.
- 13. Small children who are not toilet trained must wear a disposable diaper intended for swimming, or leak-proof plastic pants and cloth diaper when in the pool.
- 14. The pool thermostat will be set to keep the pool temperature at 82 degrees. The Board retains the right to turn off the pool heater during extensive periods of cold winter weather or during the summer months when the natural heat of the day keeps the pool at a comfortable temperature.
- 15. There is no lifeguard swim at your own risk.

#### **Appendix A: Rules for Major Unit Renovations**

Unit owners in Chelmsford Close are permitted to make cosmetic changes to the interior of their Unit without approval from the Board of Directors, as long as the renovation does not involve changing any elements that are part of the Common Elements, Limited Common Elements or Association property. Major renovations, such as changing plumbing or sewer lines, electrical work, the removal of non-supporting interior walls or a change in energy source may require the contractor to cut through the ceiling, walls or concrete floor, which is Association property. In order to protect the integrity of our buildings and facilitate the completion of a project without confusion, misunderstandings, inconvenience to other Owners or delays, the Board has developed Rules and an Owner checklist to be used whenever a major renovation is planned.

- At least forty-five (45) days prior to the start of a major renovation, the Unit Owner must complete the attached <u>Owner Renovation Checklist/Info Sheet</u> and submit it along with any required Architectural Review requests to the management company. The Board of Directors will act on Architectural Review requests in a timely manner with decisions rendered prior to the start of construction.
- A set of complete building plans will be submitted to the Association's property manager prior to the onset of construction. A construction schedule with key components and dates shall be included. Owners will advise the property manager of any changes to the schedule as the project progresses.
- 3. All required construction permits must be in effect prior to the beginning of construction.
- 4. All work must be scheduled during normal business hours, generally defined as 8 am through 5 pm, Monday through Friday.
- 5. Adjacent Unit Owners must be notified 24 hours in advance whenever the contractor will be doing something that will result in excessive noise, obstruction or debris.
- 6. Use Restrictions covered in the Chelmsford Close Declaration of Condominium will be followed throughout the project by the Unit Owner and their contractor. Owners are asked to provide their contractor with a copy of the Use Restrictions (located on pages DC4 and DC5 of the Declaration of Condominium) prior to the onset of the project to avoid misunderstandings.
- 7. The installation and use of portable sanitation devices is prohibited on Association property. To avoid the need for a portable sanitation device, one working interior bathroom must be usable at all times throughout the project. Parking of a dumpster overnight on Association property is also prohibited. If needed, the dumpster must be removed at the end of each workday.
- 8. If the Unit Owner's garage is being used to store building supplies, Owners must find other suitable parking for their vehicle(s) per the Chelmsford Close Declaration of Condominium Use Restrictions. Owners may not park in their driveway, on the street or in guest parking, except during the day time hours when construction is underway.
- Construction vehicles should be parked in a manner that will not restrict the use of or access to
  Chelmsford roads by other members of the Association, delivery trucks or emergency vehicles. At
  no time shall construction vehicles be parked on the grass or in guest parking spaces.
- 10. The installation of propane storage tanks for cooking and/or heating is prohibited on Association property.
- 11. Owners are encouraged to monitor the progress of their project and guard against unnecessary delays in completion.

The adherence to these rules will help allay the inconveniences associated with major construction projects, protect both Owners and their neighbors and keep Chelmsford a desirable place to live. Any violation of this renovation check list will subject the owner to cease and desist in any work until any variance to the check list has been eliminated. Thank you for your cooperation.

# Chelmsford Close Condominium Association Owner Renovation Checklist/Info Sheet

**NOTE:** Any violation of this renovation check list will subject the owner to cease and desist in any work until any variance to the check list has been eliminated.

Owner's Name:

Unit Address:

**Description of Project:** 

**Project Begin Date:** 

**Estimated Completion Date:** 

Circle appropriate responses and complete. Return to Sentry Management before beginning renovation.

- A. Does the project require the relocation of existing water or sewer lines? Yes (If yes, Architectural Review required)
  - 1. Contractor Name/Address/Phone #
  - 2. License #:
  - 3. Sarasota County Permit #:
- B. Does the project contain electrical work requiring a permit?

  Yes No (If yes, Architectural Review required)
  - 1. Contractor Name/Address/Phone #
  - 2. License #:
  - 3. Sarasota County Permit #:
- C. Does the project require the removal of any non-supporting interior masonry walls? (NOTE: Removal of supporting interior walls is *prohibited* by our Declaration of Condominium)

Yes No

- 1. Contractor Name/Address/Phone #
- 2. License #:
- 3. Sarasota County Permit #:
- 4. Wall to be removed:
- D. Does the project require excavating through the concrete floor or cutting through the unit ceiling?

  Yes No (If yes, Architectural Review required)
  - 1. Contractor Name/Address/Phone #
  - 2. License #:
  - 3. Sarasota County Permit #:
- E. Does the project involve changes to the heating and/or cooling system, changes to the energy source used for cooking or hot water or require installation of equipment outside the Unit?

Yes No (If yes, Architectural Review required)

- 1. Contractor Name/Address/Phone #
- 2. License #:
- 3. Sarasota County Permit #:

#### APPENDIX B: CHELMSFORD CLOSE LANDSCAPE GUIDELINES

INTRODUCTION: As all owners share an equal and undivided interest in the common areas, each owner has a vested interest in the quality and maintenance of the landscape surrounding individual units. Accordingly, in creating and maintaining the Chelmsford landscape, the Association must use great care to further the integrity of the whole while encouraging individual plant choice in the common areas. To further this end, the Association will designate the Landscape Committee as the body to review and recommend both the maintenance and change of the landscape adhering to the following guidelines:

- Use sound methods to maintain and enhance existing landscape, such as scheduled pest control, mulching, fertilization and consideration of the rapid growth of most plant materials in Florida during the wet season.
- Use the least toxic method of pest management to maintain quality landscape.
- Use responsible irrigation to maintain our landscape.
- Provide prompt, helpful and objective reviews of all requests by individual owners to add, remove or change the landscape bordering their dwelling.
- Provide the concern, recommendations and support of any efforts to enhance and improve the Chelmsford landscape at our boundaries.

#### THE WORK OF THE LANDSCAPE COMMITTEE

The Chairman of the Landscape Committee will be appointed by the Board of Directors. The Chairman will provide regular reports to the Board of Directors to keep them informed of all landscape changes planned for the Board's comment and approval. Landscape Committee membership is open to all unit owners. Members will serve as liaisons for homeowners to discuss landscape issues. The Landscape Committee will meet several times during the year to identify problem areas and discuss changes to be made within the scope of the Landscape Improvement budget.

#### **SUMMARY OF THE LANDSCAPE GUIDELINES**

- All requests for plantings are to be submitted to the Landscape Committee for review and the subsequent
  approval of the Board. <u>All requests must be submitted in writing.</u> The attached form is provided for the
  convenience of owners to request a landscape change. Please allow some time for your requests to be
  reviewed.
- If a homeowner wishes to change a plant in common areas bordering their unit that is deemed healthy by the Landscape Committee, it will be at his own expense. This may include the cost of removing and replanting the healthy plant to another location within the common areas.
- 3. The width of the borders surrounding the front, side and back of each unit allows owners to create annual boarders. Annuals must be approved by the Landscape Committee once approved, planting the same plants in subsequent years does not require another approval.
- 4. Annuals must be removed if you plan to be away for longer than 2 consecutive months, unless you have someone attend them while you are away. For all plant selections, please keep in mind their growth habits (mature size and shape), light and water requirements, hardiness in winter and tolerance of heat in the summer.
- 5. Some plants cannot be allowed anywhere in Chelmsford. Any plant determined to carry disease, be invasive, potentially harmful to our building construction or prone to pests is not permitted. Plants must be determined to grow in our USDA Cold Hardiness Zone of 9B (minimal average temperature 25 30 degrees Fahrenheit). The University of Florida, IFAS Extension "Florida-Friendly Plant List" will serve as a guide for determining the appropriateness of a plant.
- 6. Items such as bird baths, chimes, statuary, hanging baskets, decorative flags, signs etc. cannot be placed in the common areas.
- 7. It is the owner's responsibility to design and maintain the "gated courtyard." In the summer wet season our irrigation systems will not trigger. Plants in the "gated courtyard" cannot surpass the height of the roof overhang. This is the only area in which window boxes that will not damage the building can be used.

# Chelmsford Close Application for Landscape Change OWNER'S NAME: ADDRESS: PHONE NUMBER: WORK TO BE DONE AT THE EXPENSE OF: ASSOCIATION: \_\_\_\_ OWNER: \_\_\_\_ LOCATION OF WORK TO BE DONE (Please be as specific as possible, i.e. south side of garage, rear of unit under master bedroom window, etc.): DESCRIPTION OF REQUEST: (i.e. Remove existing hibiscus and replace with viburnum hedge, plant impatiens along walkway by garage, etc.) WORK TO BE DONE BY: ASSOCIATION'S LANDSCAPE CONTRACTOR LANDSCAPER HIRED BY OWNER \_\_\_\_\_ OTHER \_\_\_\_ I understand that this request will be reviewed by members of the Landscape Committee and submitted to the Board of Directors with a recommendation of approval or denial. Owner's Signature: \_\_\_\_\_\_Date: \_\_\_\_\_ Approved: \_\_\_\_\_ Landscape Chairman's Signature: \_\_\_\_\_\_Date\_\_\_\_\_

#### APPENDIX C: CHELMSFORD CLOSE CONDOMINIUM ASSOCIATION EMERGENCY REACTION PLAN

INTRODUCTION: In Sarasota, emergency conditions will generally be caused by severe storms, most likely in the form of hurricanes or tornadoes. While there is nothing we can do to prevent these weather conditions from occurring, there are steps we can take to minimize the impact and speed up our reactions for recovery. While the MCA has outlined a reaction plan titled "Emergency Preparedness Area Volunteer Responsibilities" it is imperative that we in Chelmsford Close have a plan to deal with such an emergency situation. For the sake of brevity the impact of the various categories of storms is not contained in this plan.

<u>PREPARATION:</u> if we are in a Hurricane Watch (issue when our locale could experience hurricane conditions within 36 hours) area, Chelmsford Close residents should take certain immediate actions to minimize storm impact and prepare for the storm aftermath. Outside their condo area, Owners and tenants should remove or secure items that can become airborne in high winds and endanger themselves and their neighbors. In the pool area, all furniture and objects must be secured. The Association will ensure that all pool furniture is secured and /or placed in the pool restroom.

Much information has been disseminated about items needed to deal with the after effects of a storm. The most difficult problem that we will be faced with if we do not sustain major damage will be the effect of loss of electrical power. We recommend that all residents review their needs to live under such difficult conditions such as the lack of air conditioning, refrigeration and gasoline; access to cash money; medical needs; and loss of communication. Cordless phones won't function without power to the base but a direct plug-in line phone may still operate. Residents should have on hand sufficient dry food stocks and bottled water to last around 7 days. If Sarasota suffers a direct hit, traffic and transportation problems will be severely impacted and movement difficult. With only power outages traffic movement would be impacted by the lack of traffic light control at intersections.

Owners should protect valuable documents and insurance information from loss during a storm. A bank safety deposit box or a fire and waterproof container located in their residence is recommended. Photos of condo contents are very helpful in case an insurance claim needs to be filed.

Stay informed by radio, TV or the Internet. The decision to evacuate should be made early enough to avoid sever traffic tie-ups. Know where the Sarasota local shelters are located in case you need to go to one. Shelter data is updated each year and is available from Sarasota County Emergency Management or the American Red Cross. The nearest shelter to the Meadows is Bishop Nevins Academy located at 4830 Fruitville Road (at the McIntosh Road/Fruitville Road intersection). We encourage you to obtain annually a copy of the" All Hazards Guide for Sarasota County" as well.

#### **DURING THE STORM**

Stay indoors and away from windows as it is too dangerous to venture outside until the high winds subside. Designate a "safe room" (probably your bath or utility room) and go there during the storm.

# **IMMEDIATE AFTERMATH**

Chelmsford residents should report any problems to our Meadows Community Association (MCA) liaison.

First check areas for fire and medical problems. You should know where the fire extinguisher locations are in your area. Secondary inspection is for building damage such as roof, glass, water problems, downed trees, street blockages and the pool area. Fire or medical emergencies should be reported immediately by calling 911 and to Chelmsford's MCA Liaison who will coordinate with the MCA's Area E emergency representative.

<u>LONG TERM IMPACT</u>: If Chelmsford Close receives major damage and/or conditions are such that residents cannot remain in their condos, keep the property manager informed as to where you can be reached. Recovery and reconstruction efforts of Chelmsford Close require communication with all owners.

For more information, please contact the Florida Department of Community Affairs at <a href="https://www.floridadisaster.org">www.floridadisaster.org</a>. The Florida Emergency Information Line is 1-800-342-3557.