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KAREN E RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL



**CERTIFICATE OF AMENDMENT**

**DECLARATION OF CONDOMINIUM  
OF**

**KENWOOD GLEN II OF ST. ANDREWS EAST AT THE PLANTATION**

We hereby certify that the attached amendments to the Declaration of Condominium of KENWOOD GLEN II OF ST. ANDREWS EAST AT THE PLANTATION (which Declaration was originally recorded at Official Records Instrument #2015139221, of the Public Records of Sarasota County, Florida) were approved and adopted at a special membership meeting of the Association held on April 16, 2019, by the affirmative vote of not less than two-thirds (2/3) of the total voting interests in the Association as required by Article 22 of the Declaration of Condominium. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 24<sup>th</sup> day of APRIL, 2019.

Signed, sealed and delivered:  
in the presence of:

KENWOOD GLEN II OF ST. ANDREWS EAST  
ASSOCIATION, INC.

sign Nicole Kanwisher  
print NICOLE KANWISHER

By: James L Parry  
James Parry, President

sign Sandra Bryla  
print SANDRA BRYLA

Attest: Sandra Bryla  
Sandra Bryla, Secretary

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of April, 2019, by James Parry, as President of Kenwood Glen II of St. Andrews East Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

sign Susan S. Raymond

print SUSAN S. RAYMOND

State of Florida (Seal)

My Commission Expires:



**AMENDMENT**  
**DECLARATION OF CONDOMINIUM**  
**OF**  
**KENWOOD GLEN II OF ST. ANDREWS EAST AT THE PLANTATION**

*[Additions are indicated by underline; deletions by ~~strike-through~~]*

**13. RESTRICTIONS UPON USE.** No owner, tenant or other occupant of a condominium unit shall:

- a) ~~use the unit for other than residence purposes (except that Developer may use a unit as a model for sales purposes);~~ use the Condominium unit for commercial or business purposes. The Condominium unit shall be used as a private residence only. Owners and their family members may use units for "home office" or "telecommuting" purposes, provided that such uses are confined solely within the unit; cannot be seen, heard or smelled by other residents of the Condominium; do not involve customers or clients coming onto the Condominium Property, the posting of any signage in the Condominium, or the storage of equipment, products, or materials in the Condominium; nor more than two (2) regular deliveries per day of correspondence or similar items from customary delivery services. No unit may be divided or subdivided into a smaller unit nor any portion separately sold or otherwise transferred.
- b) do any of the following without prior consent of the Association Board of Directors:  
paint or otherwise change the appearance of any exterior wall, door, window, patio, or any exterior surface;  
place any screen, blind, or awning on any exterior opening; place any draperies or curtains at the windows of any unit without a solid, light color liner facing the exterior of the unit; tint, color, or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building; plant any planting outside of a unit except in planters as noted below; erect any exterior lights except during winter holidays as noted below or signs except as noted below; place any signs or symbols in windows except as noted below or on any exterior surface (subject, however, to reasonable rights of a unit owner under section 718.113(6)); erect or attach any structures or fixtures within the common elements; make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common elements; ~~nor fasten any objects to the walls or ceiling of a unit unless they may be removed without substantial damage to the wall or ceiling structure;~~
- i. Planters – The unit owner and/or tenant is allowed to place a maximum of two (2) ceramic flower pots in the mulch area immediately adjacent to the unit. No pot may exceed three (3) feet in height and the pot must have a diameter/width of less than two (2) feet.
- ii. Winter Holiday Decorations
- (1) Winter holiday decorations may be erected and displayed – subject to point (i) below – from the day following Thanksgiving to and including January 7<sup>th</sup>. They cannot be placed on or attached to the common elements, building structure, or roof of the unit or entry or limited common element lanai cages. All decorations must be displayed with reasonable moderation and decorum.
- (2) Lights may be used in the limited common element lanai area, but not attached to the limited common element cage. Palm trees, other trees, and shrubs are the only items that may be decorated with lights. Lights may operate from dusk until midnight and must not interfere with any other owner's quality of life. Lights may be white or colored and must be of continuous illumination.

The following lights are not allowed: flashing or twinkle lights; strobe lights; flood lights with or without rotating seasonal scenes. No electrical cords are permitted outside of mulched areas immediately adjacent to the Unit, or across walkways, driveways, and grass areas.

(3) No religious symbols, blow-up decorations, or other items will be allowed in the limited common elements or the common elements. All other decorations must be confined to the front entry area and/or the limited common element lanai. All decorations must be removed by January 8<sup>th</sup>.

(4) Decorative wreaths may be secured to the two exterior structure lights flanking the garage door. Owners will be responsible for the expense of any damage caused to the lights by hanging such wreaths.

(iii) Signs/Symbols

(1) Owner's and/or tenants name signs are not allowed on or attached to the building structure and/or to be placed in the Common Elements.

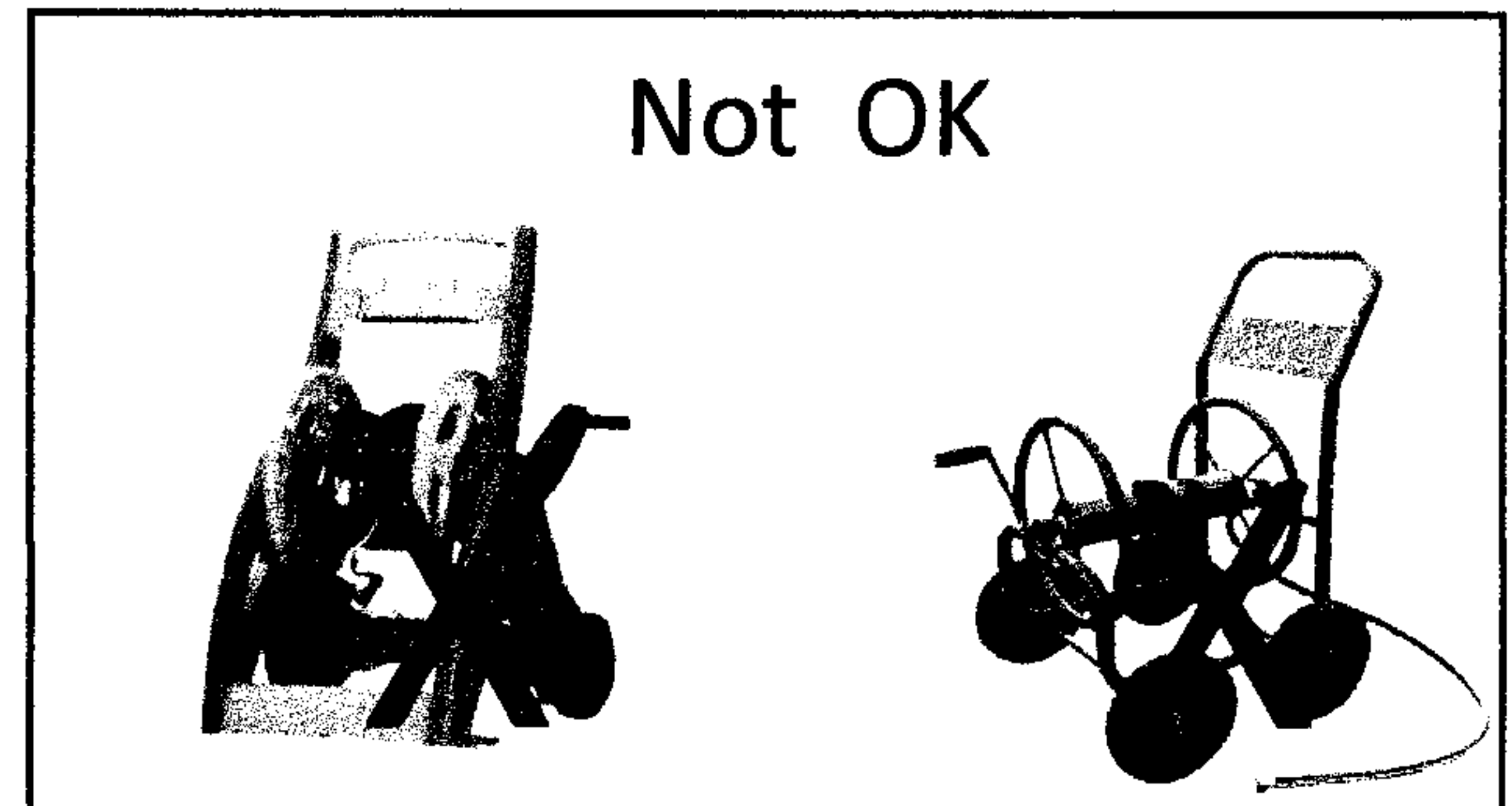
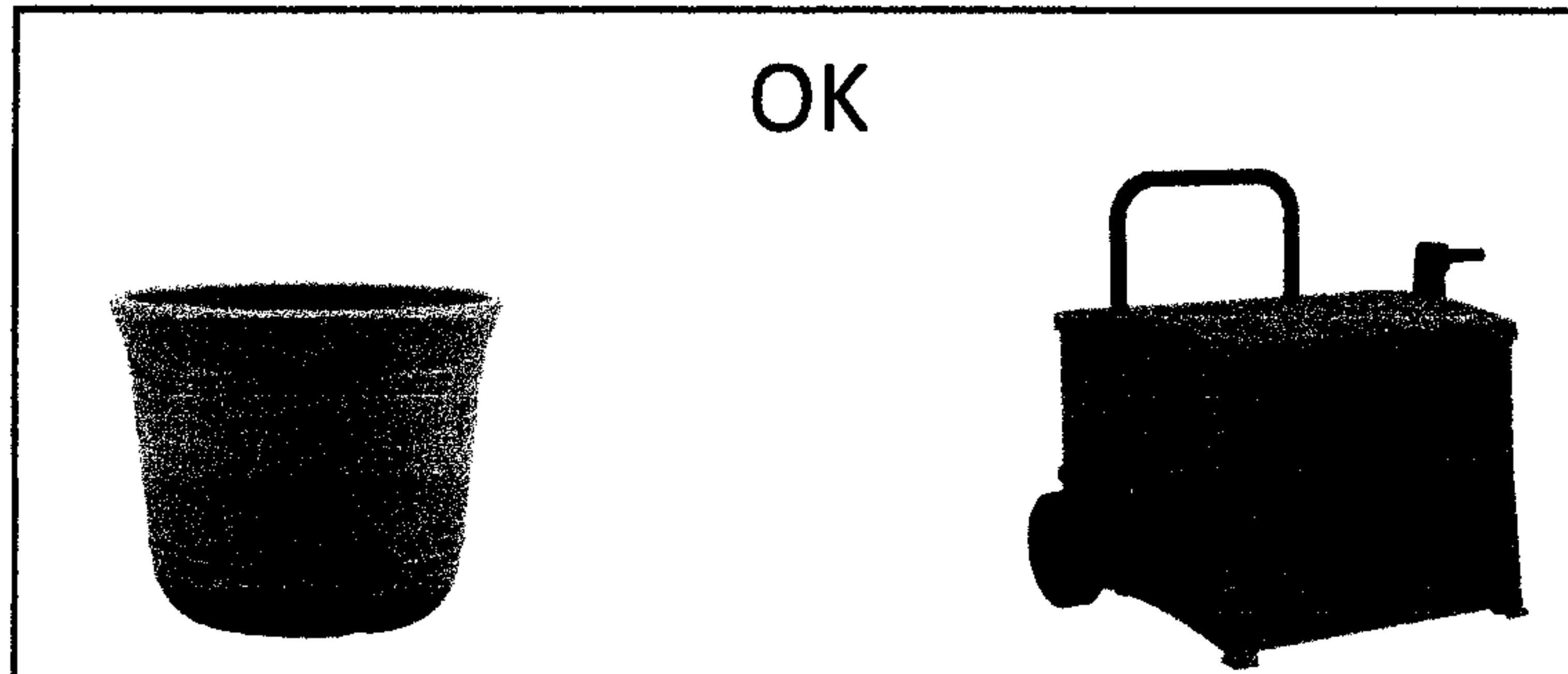
(2) A maximum of four (4) security signs may be posted in the exterior mulch areas adjacent to a unit. The security signs must not exceed one (1) square foot in size.

(3) Signs, decals, or symbols signifying the existence of a security system, warning of a dog, or presenting notification that an occupant residing in the unit has a medical condition can be placed in windows or on the primary entrance door of a unit. The total number of signs, decals, or symbols signifying the existence of a security system, warning of a dog, or presenting notification that an occupant residing in the unit has a medical condition shall be four (4) per unit. The maximum size of said signs, decals, or symbols shall be four (4) inches by five (5) inches. These signs, decals, or symbols must be removed before the sale of the unit and the owner is responsible for any costs associated with their removal.

(4) A unit owner and/or tenant may attach on the mantel or frame of the primary entrance/egress door of the unit a religious object not to exceed three (3) inches wide, six (6) inches high, and one and a half (1.5) inches deep, or as permitted by Florida law.

- c) permit loud and objectionable noises or obnoxious odors to emanate from the unit or the common elements which may cause a nuisance to the occupants of other units in the sole opinion of the board; the question of objectionability shall be entirely within the discretion of the Board of Directors of the Association;
- d) make any use of a unit which violates any laws, ordinances, or regulations of any governmental body
- e) fail to conform to and abide by this declaration, the articles of incorporation and bylaws of the Association, and the uniform rules and regulations in regard to the use of units and the common elements which may be adopted from time to time by the board of directors, or fail to allow the board of directors access to the unit as permitted by the condominium act;
- f) erect, construct, or maintain any wire, antennas, garbage or refuse receptacles, satellite dish, security camera, storm shutter or other equipment or structures on the exterior of the building except with the written consent of the Association board of directors except that a decoration may be placed on the solid front door of the unit provided that such placement causes no damage to the door – should any damage occur the unit owner will be responsible for repairs - or on or in any of the common elements except that an owner may place two (2) hose holders per unit adjacent to an outdoor spigot in the mulch area adjacent to the unit

provided that the hose holder (i) is not attached to the wall of the unit unless it was already so attached prior to this amendment being recorded in the Public Records (ii) is a free standing unit less than three (3) feet high and two (2) feet wide (iii) does not have a large exposed spindle and crank (iv) if free standing must be moved indoors in the event of a hurricane; except with the written consent of the Association Board of Directors;



- g) permit or suffer anything to be done or kept in his condominium unit or in the common elements which will increase insurance rates on any unit or on the common property;
- h) commit or permit any public or private nuisance in the unit or in or on the common elements;
- i) divide or subdivide a unit 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);~~
- j) obstruct the common way of ingress and egress to the other units or the common elements;
- k) hang any laundry, garments, or other unsightly objects which are visible outside of the unit;
- l) allow anything to remain in the common elements which would be unsightly or hazardous, or place any lawn art, such as statues, planters, models of animals or people, or similar objects, anywhere outside of the unit; except each owner, tenant, guest, or other occupant of a condominium unit may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence day, and Veterans Day may display in a respectful way portable, removable official flags, not larger than 4.5 feet by 6 feet, that represent the United states Army, Navy, Air Force, Marine Corps, or Coast Guard;
- m) allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and or fail to keep the unit and the limited common elements appurtenant thereto in a clean and sanitary condition at all times;
- n) allow any fire or health hazard to exist in or about the unit;
- o) make use of the common elements in such a manner as to abridge the rights of other unit owners to their use and enjoyment;

- p) rent or lease ~~a single room~~ for less than an entire unit;
- q) lease a unit for a period of less than three months; however, any unit acquired after this amendment is recorded in the Public Records shall not be rented or leased for a period of twenty-four (24) months following the acquisition of the Unit. The date of acquisition of the Unit shall be established by the date of recordation of a deed or other instrument of conveyance in the Public Records of Sarasota County, Florida. Upon conclusion of the twenty-four (24) month period, the Unit shall not be rented or leased for a period of less than twelve (12) consecutive months;
- r) allow any animals to be kept in the unit other than one (1) dog ~~or~~ and one (1) cat each of which shall not exceed forty (40) pounds in weight unless such pet was in residence prior to this amendment being recorded in the Public Records, caged birds, and small marine animals in aquariums, all of which shall be kept in conformity with the rules and regulations of the board of directors of the Association, all pets (including cats) must be carried and/or kept on a leash at all times when outside the Unit. Unit owners and Tenants must pick up all solid wastes of their pets and dispose of such wastes appropriately. The Association will comply with all Federal, State, and local laws regarding Service Animals and Emotional Support Animals. ~~provided that in the event any animal becomes a nuisance to the other unit owners in the sole opinion of the board of directors, such animal shall be removed from the unit immediately; or allow any authorized pets to use the common elements except when on a leash and accompanied by its owner and then only so long as the pet does not make a mess or otherwise disturb the common elements. The developer may, in its discretion, grant a variance upon initial sales to purchasers owning more than one pet to allow the pets but upon the condition that as the pets die or are transferred to others, they cannot be replaced until only a single pet remains (which could then be replaced); it is the Association's position that the state, county, and city law enforcement and/or animal control are the authority on whether a pet should be deemed a danger and/or nuisance to the members, families, and guests of the Kenwood Glen II community. The Association shall defer to state, county, and city law enforcement and/or animal control to determine whether a pet should be removed from the Kenwood Glen II Community and/or destroyed. The Association shall have the authority to promulgate a pet registration form to be completed by all persons or entities acquiring title to a unit after this amendment is recorded in the Public Records.~~
- s) ~~park overnight~~ anytime any Commercial truck Vehicle, boats, camper, motor home, trailer, mobile home or similar vehicle in any parking area (other than in an enclosed garage), except as may be permitted in writing by the board and except service Commercial Vehicles during the time they are actually serving the unit or common elements. In no event shall any vehicle be parked or stored on grass areas; "Commercial Vehicle" means a vehicle of any kind whatsoever the use of which is primarily for business or which, from viewing the exterior of the vehicle or any portion thereof, show or tend to show any commercial markings, signs, displays, or otherwise indicate a commercial use; or which contains tools, tool boxes, or equipment transported in the vehicle incidental to any business; or which lack rear or side windows. The only vehicles permitted to be kept or parked on Association property by unit owners, their tenants, residents, guests, licensees, invitees or assigns will be customary private passenger vehicles. Commercial Vehicles shall be permitted during the time period that they are providing a commercial or professional service to a unit or the Common Elements.

Commercial Vehicles, boats, campers, motor homes, trailers, or similar vehicles will be permitted to be parked on a Unit Driveway or the streets within the Kenwood Glen II Community for a total of eight (8) hours during a twenty-four (24) hour period if permission is first obtained from the Board of Directors or the Association Management Company.

- t) store a golf cart any place other than in that unit's carport or garage; or
- u) enclose or further improve a lanai or patio, or install screened doors or gutters, without the written consent of the board of directors as to installation and design of the enclosure. Once any such improvement or enclosure is installed, maintenance thereof shall be the sole responsibility of the unit owner; or
- v) discharge saline or other regenerating solution from water softening equipment or any other chemicals into any street, easement, surface water drain, or portion of the common elements so as to harmfully affect any lawn or landscaping or pollute The Plantation drainage system.
- w) repair or replace the two exterior structure lights controlled by a photo-electric cell located on the garage entry face. They are primary safety/security lighting for the entire condominium complex. These two lights and the photo-electric cell which controls them must be maintained by the association. That includes repair and replacement of light bulbs as needed, but does not include routine cleaning which shall be the responsibility of the Unit owner.
- x) place low voltage decorative light fixtures in the limited common elements or the common elements.
- y) leave outside items untended during hurricane season. From June 1 through November 30<sup>th</sup> (hurricane season) any unit owner who will be absent for ten (10) or more consecutive days is required to secure items from the outside of their unit, including from their entrance way and limited common element lanai, in a manner that will prevent such items from causing any damage in the event of a hurricane or major storm event. This includes but is not limited to items such as planter pots, flags, furniture, portable grills, hose reels, and similar freestanding items. If a unit owner fails to remove such items the Association shall have the right to have such items removed. Any costs incurred will be the unit owners responsibility and the owner will be billed the costs to have such items removed and stored. The Association shall be held harmless for all items removed.