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August 13, 2019 08:06:00 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL



**CERTIFICATE OF AMENDMENT**

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

We hereby certify that the attached amendments to the Declaration of Condominium of KENWOOD GLEN I OF ST. ANDREWS EAST AT THE PLANTATION (which Declaration was originally recorded at Official Records Instrument #2014080959, of the Public Records of Sarasota County, Florida) were approved and adopted at a special membership meeting of the Association held on June 7, 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 11<sup>th</sup> day of JULY, 2019.

Signed, sealed and delivered:  
in the presence of:

sign Melissa Montz  
print Melissa Montz

sign Nicole Kanwisher  
print Nicole Kanwisher

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

By: Nancy Cornell  
Nancy Cornell, President

Attest: Robert Clark  
Robert Clark, Vice President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2019, by Nancy Cornell, as President of Kenwood Glen I of St. Andrews East Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

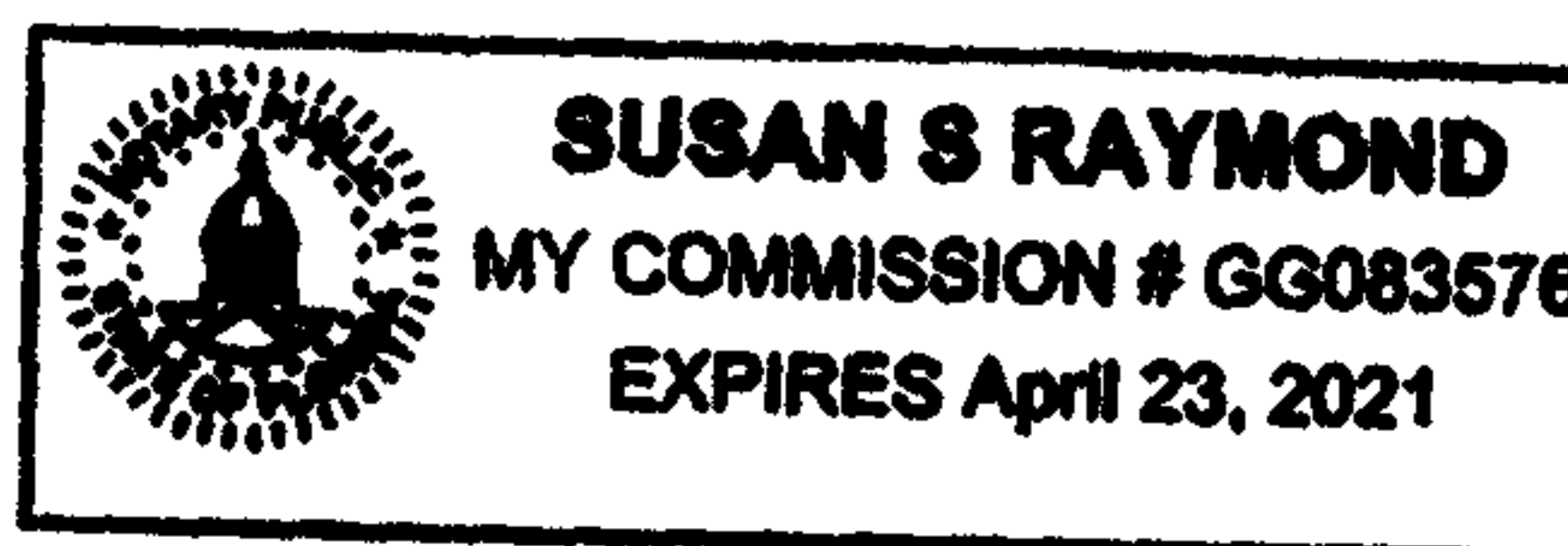
NOTARY PUBLIC

sign Susan S. Raymond

print SUSAN S. RAYMOND

State of Florida (Seal)

My Commission Expires:



STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2019, by Robert Clark, as Vice President of Kenwood Glen I 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.

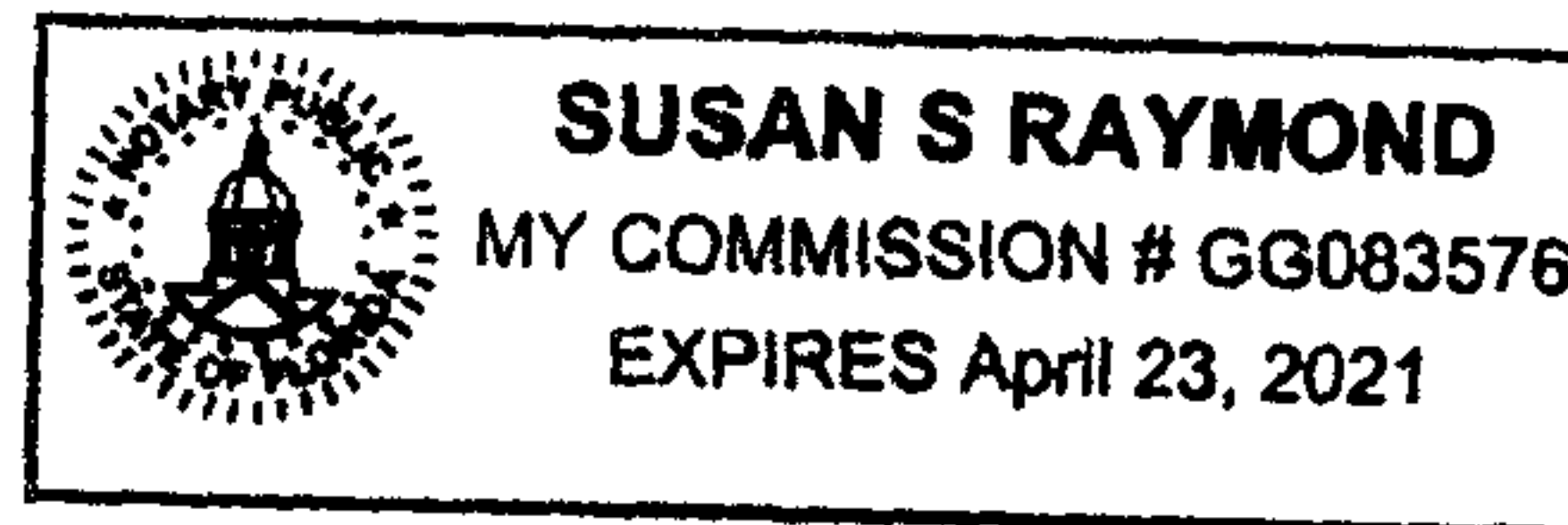
NOTARY PUBLIC

sign Susan S Raymond

print SUSAN S RAYMOND

State of Florida (Seal)

My Commission Expires:



## AMENDMENTS

### DECLARATION OF CONDOMINIUM OF KENWOOD GLEN I 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 sale purposes); use the Condominium unit for commercial or business purposes. The Condominium unit shall be used as a private residence only. Unit owners, tenants, and their respective 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;~~

(b) do any of the following without prior written 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 sunscreen, blind or awning on any exterior opening; place any draperies, curtains, blinds or shutters 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; erect any exterior lights or signs; place any signs or symbols in windows 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~~ except as otherwise provided below;

1. Limited Exterior Wall Art – Unit owners may install limited exterior wall art on the exterior of a unit provided no substantial damage is done to the building structure and/or Common Elements. Unit owners and tenants will be responsible for the removal of the wall art before exterior structure/Common Element painting or the sale of the unit. Unit owner and/or tenant will be responsible for all building structure/wall repair costs caused by the installation and/or removal of the wall art. Wall art must be installed in a manner in which it can easily be removed during a hurricane and/or high wind event.

The maximum size of wall art is two (2) feet by three (3) feet or six (6) square feet regardless of shape. The Board of Directors must approve the exterior wall art and the placement of said wall art in writing prior to installation. The Board of Directors may deny installation of exterior wall art if said exterior wall art is deemed offensive by the Board of Directors, and/or the installation of said wall art will cause an unreasonable amount of damage to the building structure and/or Common Element.

2. Hose Holders – A unit owner may install hose holders adjacent to exterior faucets. The hose holder must be less than three (3) feet high and two (2) feet wide. A hose holder rack may be mounted to the common element exterior structure wall at a height not to exceed three (3) feet. The hose holder must be removed prior to the exterior painting of the structure. The Owner will be responsible for all building structure/wall repair costs. Any free-standing hose holder must be moved indoors in the event of hurricane.
3. Flags - Each unit owner 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 1/2 feet by 6 feet, that represent the United

States Army, Navy, Air Force, Marine Corps, or Coast Guard.

4. Annual Flowers – Annual flowers may be placed in the mulch area adjacent to the entry sidewalk and the flowers must be tended by the unit owner.
5. Wind Chimes - Each unit owner may keep one (1) set of wind chimes on the interior of the limited common element lanai.
6. Exterior lights:
  - a) Exterior structure lights are generally located on the garage entry face, and are controlled by a photo-electric cell. These light are the primary safety/security lighting for the entire condominium complex. These lights and the photo-electric cell must be maintained by the unit owner. Light fixture bulbs must be white. LED bulbs are recommended for a long-term cost saving. The maintenance, repair, and electric costs associated with these exterior lights are the unit owner's responsibility.
  - b) A maximum of five (5) exterior decorative solar and security lights are allowed in the mulch area adjacent to the front entry sidewalk, and five (5) more in the mulch bed adjacent to the rear lanai area.
  - c) Low voltage decorative light fixtures are not allowed in the common elements.
7. Winter Holiday Decorations:
  - a) Winter holiday decorations may be erected and displayed from the day following Thanksgiving to and including January 7th. 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.
  - b) 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 unreasonably interfere with any other unit 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.
  - c) No religious symbols, blow-up decorations, or other items will be allowed in the limited common elements or 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 8th.
  - d) Decorative swags and wreaths may be secured to exterior security light fixtures, entry post and railing along entry sidewalk. Decorations may be hung upon the primary entry/egress door if they can be secured without damage to the door. Owners are responsible for any damage to the entry/egress door and or light fixtures.
8. Signs/symbols:
  - a) Owner's and/or tenant name signs are not allowed on or attached to the building structure and/or placed in the Common Elements.
  - b) A maximum of two (2) security signs are allowed to be posted in the exterior mulch area adjacent to a unit, one in the front and one in the rear of the unit. The security signs shall be located within ten (10) feet of an entry/egress door.

c) Signs, decals, or symbols signifying 1) the existence of a security system; 2) warning of a dog; or 3) 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 1) the existence of a security system; 2) warning of a dog; or 3) presenting notification that an occupant residing in the unit has a medical condition shall be three (3) 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 a unit and the owner is responsible for any costs associated with their removal.

9. Religious Object - 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 pursuant to Florida law.

10. Lawn Art - A unit owner and/or tenant may place lawn art in the common elements as provided herein (all of these items must be moved indoors in the event of a hurricane or tropical storm pursuant to Article 13(e)(1) herein):

a) With written consent of the Board of Directors, the unit owner and/or tenant is allowed to place up to a maximum of two (2) pieces of lawn art in the common element mulch areas adjacent to the front entrance way of the unit, or in either of the two mulch beds adjacent to the unit garage entry door. The lawn art may not exceed a height of three (3) feet and the lawn art must have a diameter less than two (2) feet. Lawn art may not be illuminated. The Board of Directors may deny the placement/installation of lawn art if said lawn art is deemed offensive by the Board of Directors.

11. Pots - A unit owner and/or tenant may place pots in the common elements as provided herein (all of these items must be moved indoors in the event of a hurricane or tropical storm pursuant to Article 13(e)(1) herein):

a) The unit owner and/or tenant is allowed to place up to a maximum of three (3) flower pots in the mulch area of the common element mulch areas adjacent to the front entrance way of the unit. The pots may not exceed a height of three (3) feet and the pot must have a diameter less than two (2) feet.

(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;

(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 the 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 Florida Condominium Act which provides that the association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to the common elements or to a unit;

(f) erect, construct or maintain any wire, antennas, garbage or refuse receptacles, satellite dishes, security cameras, storm shutters, or other equipment or structures on the exterior of the building, limited common elements, or on or in any of the common elements, 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 interfere with the quiet possession or enjoyment of Condominium property or 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 or use the unit for any immoral, improper, or unlawful purpose;
- (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 or egress to the other units or the common elements;
- (k) utilize clotheslines and freestanding clothes drying racks on the common elements. Unit owners and tenants may utilize freestanding clothes drying racks on the Limited Common Element lanai 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;
- (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 or limited common elements;
- (o) make use of the common elements in such a manner as to abridge the rights of the other unit owners to their use and enjoyment;
- (p) rent or lease a single room ~~for~~ or less than an entire unit;
- (q) lease a unit for a period of less than three months;
- (r) allow any animals to be kept in the unit other than two (2) dogs and two (2) cats one dog or one cat, caged birds, and fish. 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, 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; All pets (including cats) must be carried or on a leash at all times when outside the unit. Unit owners and tenants must pick up all solid wastes their pets and dispose of such wastes appropriately. or allow any authorized pets to use the common elements except when on a leash 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 then could be replaced); The Association will comply with all Federal, State, and local laws regarding Service Animals and Emotional Support Animals. 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 member, families, and guests of the Kenwood Glen I 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 I Community and/or destroyed.
- (s) park overnight any commercial truck, 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 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 at any time park a vehicle on any Common Element lawn or planting area. No unit owner, tenant, resident, guest, licensee, invitee or assign shall keep or park in the limited common element driveways, any trailers, campers, boats, personal watercraft, motorcycles, mopeds, motor homes, coaches, or Commercial Vehicles. "Commercial Vehicle" means a vehicle of every 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 the Condominium 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 to the Common Elements;

(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 pool water 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) use an outdoor grill of any kind, smoker, or outdoor turkey/chicken deep fryer in the unit or the unit garage;

(x) place lighted, flashing, neon, or similar types of signs in the Limited Common Elements, Common Elements, and/or in a place within a unit so visible from outside the unit;

(y) place political, religious, and/or referendum signs in the Limited Common Elements and/or Common Elements and/or place any signs within the unit so it is visible from outside a unit, except as provided by the Florida Condominium Act;

(z) fail to comply with the following during hurricane season - During the hurricane season (June 1st to November 30<sup>th</sup>) any unit owner who will be absent for seven (7) 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 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 or stored on the Unit owners' behalf.