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**CERTIFICATE OF AMENDMENT
TO AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS, AND EASEMENTS FOR THE CARRIAGE HOMES OF LAKESIDE
PLANTATION**

THIS CERTIFICATE OF AMENDMENT is executed this 22ND day of MARCH, 2024, by The Carriage Homes of Lakeside Plantation Association, Inc., a Florida not-for-profit corporation (hereinafter "Association").

RECITALS

WHEREAS, the Association has been established for the operation of The Carriage Homes of Lakeside Plantation Association, in accordance with The Amended and Restated Declaration of Covenants, Restrictions, and Easements for The Carriage Homes of Lakeside Plantation recorded at Instrument No. 2016047173, as amended, in the Public Records of Sarasota County, Florida, ("Declaration"); and,

WHEREAS, the amendments below to the Declaration were submitted to the Members of the Association at the Membership Meeting held on February 7, 2024 and continued to February 29, 2024, which Meeting was duly noticed in accordance with the Florida Statutes; and,

WHEREAS, not less than a majority of Lot Owners voted to approve the proposed amendments to the Declaration below.

NOW THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. All present and future Members of the Association shall be bound by the amendments to the Declaration stated below.

New language is indicated by underlined type. Deleted language is indicated by ~~strikethrough~~ type.

I. Section 5.1 of Article V of the Declaration is amended as follows:

5.1 By the Association. The Association shall operate, maintain, repair, and replace, as a Common Expense, the following portions of the Property, and shall additionally perform the following duties:

- a. All painting and maintenance of the Common Areas, and all improvements thereon, as and when deemed necessary by the Board, including all commonly metered utilities, and any and all utility facilities and structures located on the Common Areas.

- b. Cleaning and painting of home exteriors, but not including cleaning windows or screens, on a schedule determined by the Board. This includes the painting and cleaning of a Unit's lanai which has remained as it was originally constructed.
- c. Repair and replacement of all exterior structural components of the Units, including roofs, shingles, soffits, fascia, roof vents, gutters, and downspouts, but excepting windows, screens, and doors. Such exterior components include the lanai, except for any glass or screen enclosures installed by an Owner, or other Owner improvements, including, but not limited to, floor coverings and ceiling fans. Owners shall additionally be solely responsible for the two (2) lights in each lanai ceiling. The Association shall additionally have the repair responsibility for damage to the sheetrock ceiling within a Unit or a Unit's lanai when such repair is necessary due to severe weather and/or acts of God damaging the roof, with such damage resulting in continuing damage to the sheetrock until repair to the roof may be made.
- d. All landscaping care and maintenance on each Lot. Additionally, trees, shrubs, grass, flowers, or other plantings located anywhere in the Subdivision, upon a Lot or the Common Areas shall be removed only by the Association Board of Directors, in its discretion. The Board, or a Landscaping Committee authorized by the Board, has final approval, in its discretion, as to both deciding what plantings will be made in the Subdivision and approving who performs landscaping work in the Subdivision.
- e. All electrical, up to the main lug of the breaker box, but not the internal components of the electrical box in each Unit. All plumbing, up to and through the shut-off valve nearest to the Unit. The sewer system outside of the Unit, but only when the need for such maintenance or repair has not been caused by the Owner and/or occupants in the Unit. sanitary facilities, water lines, and utility systems and parts and components thereof, fixtures, apparatus, equipment, outlets, switches, wires, pipes, or conduits extending from the outside of the unit to the connection with the utility or governmental service, specifically, excluding all air conditioning, HVAC systems, and water conditioners, and all connections, wiring, and conduits used by same, which shall be the sole repair and maintenance responsibility of the Owner.
- f. Repairs or replacement of all walkways, driveways, and sidewalks¹ in the Subdivision, except in the event that the Board determines that any damage requiring repair of same was due to the negligence of an Owner or occupant. In addition, the Association shall schedule the cleaning of all sidewalks, driveways, walkway pavers, driveway aprons, and street gutters within the Subdivision, of driveways when necessitated by the repair of a drainage pipe or other necessary repair requiring the destruction of any portion of the driveway in order to access the damage. Notwithstanding, the general aesthetic

¹ The repair and replacement of sidewalks is the responsibility of the Lakeside Plantation Community Development District, and this amendment does not change that existing responsibility.

~~maintenance of the driveways, such as their cleaning and sealing, shall be the responsibility of the Owners.~~

- g. Maintenance and care for all landscaped areas and the irrigation system within the Common Area, the Buffer Areas and individual Lots, including, but not limited to, the sides (where applicable), rear and front of each Lot, and/or any property from the rear Lot line to the edge of any adjacent water surface (such as a lake or canal). No Owner shall be permitted to move, alter, or otherwise modify, any of the irrigation facilities, whether located on the Common Area, any Lot, or in the landscaping in the Buffer Areas, without the written consent of the Board or a committee authorized by the Board. The Board shall be entitled to determine, in its sole discretion and without prior notice to the Owner, the time of day or night that various portions of the Common Areas and the Lots will be irrigated. Waiting for survey and Town Hall]

...

II. Section 5.4 of Article V of the Declaration is amended as follows:

5.4 By All Owners. Except for the duties of the Association as provided in Section 5.1, it shall be the duty of each Owner, at the Owner's sole cost and expense, to maintain, repair, replace, and restore the Lot, including all improvements located thereon as may be subject to the Owner's control, in a safe, neat, sanitary, and attractive condition. Such responsibility includes, but is not limited to, the repair of minor damage to the Unit and Lot, such as repairing paint chipping, minor dings, downspout extension repairs, etc. No refuse or unsightly objects shall be placed or remain upon any Lot. All modifications and/or improvements installed by the Owner shall be maintained, repaired, and replaced by the Owner. All plumbing, starting after the house shut-off valve; all electrical, starting at the main lug of the breaker box; and HVAC systems within any Unit, as well as the condenser compressor and related connections located outside the Unit; and any water softener systems, shall be maintained by the Owner at the Owner's expense, including components located within party walls, except to the extent such items may directly serve the Common Areas.

III. Section 6.4 of Article VI of the Declaration is amended as follows:

6.4 Windows, Doors, Awnings, and Shutters. Unfinished aluminum, bright finished, or bright plated metal exterior doors, windows, frames, screens, louvers, exterior trim or structural members shall not be permitted. Metal frames shall be either anodized or electrostatically painted, and be in harmony with the exterior color and texture of the residence. Wood frames must be painted, sealed or stained.

Front screening must be approved by the Association. Screen/storm doors should not detract from or alter the appearance of the entryway. The screen/storm door should be painted to match the color of the door it fronts, or the color of the substantial door trim. The use of reflective tinting or mirror finishes on windows is prohibited. Jalousie windows and doors are prohibited.

Other than hurricane shutters as permitted by this Declaration and the law, awnings, canopies, and shutters are prohibited and shall not be affixed to the exterior of the residence. Rollup or accordion shutters are permissible; however, if a Unit has decorative stone installed on

its front, shutters shall have alternate installations, such as pegs, so as to not unduly affect the aesthetic appearance of the Unit.

IV. Section 6.8 of Article VI of the Declaration is amended as follows:

6.8 Automobiles, Commercial Vehicles, and Boats. Except as provided below, no commercial truck, commercial van, bus, mobile home, motor home, camper, trailer, boat, boat trailer or similar vehicles, transport conveyances, or watercraft may be parked within the community ~~at any time overnight~~ unless totally enclosed in a garage and not visible from the outside. The Board may, in its discretion, make temporary exceptions to this parking restriction. Prohibited vehicles include, but are not limited to, those designed primarily for the routine transportation of people, rather than equipment or goods; or those bearing advertising, logos, or signs printed on the sides, front, or rear of same, which reference any commercial undertaking or enterprise. No commercial vehicle of any kind shall be permitted to park within the community for a period of more than four (4) consecutive hours unless such vehicles are temporarily and necessarily present for the construction or repair of improvements on a Lot or the Common Areas. Notwithstanding, such vehicles, transport conveyances, or watercraft may be parked in portions of the Common Areas, if any, designated by the Association for the parking of same. Any such parking so designated by the Association shall be provided only by the discretion of the Board, and may be terminated at any time without cause. In the event such parking is provided, the Association shall have the right to promulgate reasonable rules governing its use, including reasonable charges for such use.

No vehicles incapable of self-propulsion shall be allowed to remain in the community for a period longer than one (1) business day, and no vehicles shall be repaired within the community except on an emergency basis. All vehicles within the community, including, but not limited to motorcycles, mopeds, or other loud vehicles, shall be equipped with effective sound muffling devices.

V. Section 6.9 of Article VI of the Declaration is amended as follows:

6.9 Parking. Vehicles shall be parked only in garages or in the driveways serving the Units, or in appropriate spaces or designated areas in which parking may be assigned by the Association, which parking shall be subject to reasonable rules adopted by the Board. Notwithstanding, no more than two (2) vehicles shall be parked in the driveway serving the Unit on a regular basis, and at no time shall any vehicle block sidewalk access. No overnight on-street parking or parking on lawns shall be permitted. Street parking is only permitted on the side of the street which is opposite the mailboxes. Street parking cannot interfere with trash and/or recycling collection, or with mail or other delivery services. ~~Garage doors shall remain closed at all times except when occupied and actively in use, and during ingress or egress, or for such other limited and reasonable periods of time for loading and unloading personal property or for maintenance or repairs being performed on a Unit.~~

VI. Section 6.11 of Article VI of the Declaration is amended as follows:

6.11 Hurricane Season. Each Owner who plans to be absent from his Lot during the hurricane season shall prepare his Lot prior to his departure by removing all furniture, plants, and

other moveable and unsecured objects from the Owner's porch, terrace, patio, lanai (if glass windows are not hurricane grade), or other portion of a Lot not enclosed by a residence. Such Owners shall additionally designate a responsible company or individual to arrange for the removal of such items in their absence, and to repair and care for the Owner's Lot should it suffer from hurricane or storm damage. Owners must provide to the Board the name and contact information for such individual or company.

VII. Section 6.12 of Article VI of the Declaration is amended as follows:

6.12 Hurricane Shutters. Owners may install hurricane shutters in their discretion. All shutters must be either approved in writing by the Board prior to installation and may be of a material and style which has already been approved by the Board in a hurricane shutter policy. Rollup or accordion shades shall not be mounted on the decorative stone at the front of the home. Hurricane shutters may not be installed earlier than seven (7) days prior to the issuance of a tropical storm warning for the area, and must be removed within seven (7) days after the warning has expired. The Architectural Review Committee may, in its discretion, make exceptions to this Section upon written request from an Owner. Any such exceptions shall be stated by the Committee in writing.

VIII. Section 6.13 of Article VI of the Declaration is amended as follows:

6.13 Exterior Fixtures and Security Cameras. No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, patios, windows, or roof unless approved by the Board. Notwithstanding same, subject the requirements of Section 6.23, Owners may personalize the small space at the front of their entrance door with decorations, and Owners may also install security cameras on the Unit when such installation has been approved in advance in writing by the Architectural Review Committee.

IX. Section 6.14 of Article VI of the Declaration is amended as follows:

6.14 Lighting Responsibility and Installation. ~~A direct wired post light with a photo cell shall exist and be maintained on each Lot in the community. The Lot Owner shall be responsible for providing continuous power to the any light for on his or her Lot that has been designated by the Board to provide such, and for operating the light during nighttime hours throughout the year. The Association shall maintain, repair, and replace the post designated lights and their light bulbs on the Lots to ensure uniform community appearance and operation. Lot Owners shall obtain written permission from the Board for all exterior lighting. With such permission, a A-Lot may have decorative lawn-lighting and motion detection lights along for the walkways to a Unit, as well as decorative tree and landscape lighting. It shall be the role of the Architectural Review Committee to create requirements and standards for the decorative lighting of Lots, and to make such requirements and standards available to the Lot Owners, with the requirement that a Unit Owner obtain written permission from the Board for same prior to installation. Walkway lighting shall consist of black fixtures with white lights, installed a minimum of twenty four (24) inches apart, and not interfere with the mowing. Decorative tree and landscape lighting may also be added, consisting of black fixtures, and using a soft white light. Lights must face upward and inward toward the Unit as not to produce lighting that is a nuisance to neighbors. Motion detection~~

~~lights and security cameras may be affixed to the rear of a Unit, but must not create a nuisance to neighbors. All lighting used on the exterior of the Units must be black fixtures with soft white light.~~

X. Section 6.17 of Article VI of the Declaration is amended as follows:

6.17 Emergency Access and Contact Information. The Association has the authority to enter any Lot or Unit for the purpose of remedying or abating any emergency to the Lot and/or the community, and such entrance shall not be deemed a trespass. Such entry right remains whether or not the Owner or occupant of a Lot is present at the time of the emergency. All Owners are required to complete any disaster questionnaire requested by the Association, which shall include, but not be limited to, providing their contact information in the event of an emergency and/or natural disaster.

XI. Section 6.28 of Article VI of the Declaration is amended as follows:

6.28 Energy Conservation Equipment. Solar collectors and other energy saving devices based on renewable resources are permitted as allowed by Florida law, but may only be installed in a manner which does not violate any warranty on the roof of the Unit. Prior to the installation of any such devices, Owners shall obtain the written permission of the Board as to the device type, location, and screening. The Owner shall be responsible for the maintenance, repair, and replacement of any such device, as well as any other costs affiliated with it, including any damage incurred to the unit.

All other Sections of the Declaration remain unchanged.

[SEE NEXT PAGE FOR SIGNATURES]

IN WITNESS WHEREOF, we have affixed our hands this 22nd day of March 2024,
in Sarasota County, Florida.
(County) (State)

Joel Hawkins
Witness Signature
Joel Hawkins
Printed Name
2507 Cottonwood Lane
Address
North Port, FL 34289
City, State Zip

Debra M. Hawkins
Witness Signature
Debra M. Hawkins
Printed Name
2507 Cottonwood Ln.
Address
North Port, FL 34289
City, State Zip

THE CARRIAGE HOMES OF LAKESIDE
PLANTATION HOMEOWNERS
ASSOCIATION, INC.

By: Roger P. Landwehr
Roger Landwehr, President



STATE OF Florida)
COUNTY OF Sarasota)

The foregoing instrument was acknowledged before me this 22nd day of March 2024, by Roger Landwehr, as President of The Carriage Homes of Lakeside Plantation Homeowners Association, Inc., a Florida corporation, on behalf of the corporation, who are personally known to me or have produced Photo IDs as identification.

[Signature]
Notary Public

IN WITNESS WHEREOF, we have affixed our hands this 22nd day of March 2024,
in Sarasota County, Florida.
(County) (State)

Joel Hawkins
Witness Signature

Joel Hawkins
Printed Name

2507 Cottonwood Lane
Address

North Port, FL 34289
City, State Zip

Debra M. Hawkins
Witness Signature

Debra M. Hawkins
Printed Name

2507 Cottonwood Ln
Address

North Port, FL 34289
City, State Zip

THE CARRIAGE HOMES OF LAKESIDE
PLANTATION HOMEOWNERS
ASSOCIATION, INC.

Attest: Eileen Buckley, Secretary
Eileen Buckley, Secretary



STATE OF Florida)

COUNTY OF Sarasota)

The foregoing instrument was acknowledged before me this 22nd day of March 2024, by Eileen Buckley, as Secretary of The Carriage Homes of Lakeside Plantation Homeowners Association, Inc., a Florida corporation, on behalf of the corporation, who are personally known to me or have produced Photo ID's as identification.

[Signature]
Notary Public