

Prepared By and Return To:

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MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
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**FIFTH AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR BRANTLEY PLACE**

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF BRANTLEY PLACE is made and entered into this 30th day of July, 2002 by BRANTLEY PLACE HOMEOWNERS ASSOCIATION, INC, a Florida corporation.

WITNESSETH:

WHEREAS, the DEVELOPER executed and recorded that certain Declaration of Protective Covenants and Restrictions of Brantley Place, dated August 15, 1996, and recorded in Official Records Book 3167, Pages 0006-0044, Public Records of Seminole County, Florida on December 5, 1996 (the "Declaration"); and

WHEREAS, the ASSOCIATION is desirous of amending certain provisions of the Declaration pursuant to the Article X, Section 6 of the Declaration.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, and notwithstanding contained Declaration to the contrary, the ASSOCIATION hereby amends, modifies and adds to the Declaration as follows:

ARTICLE IX

RESTRICTIVE COVENANTS
(page 33)

Section 16. PARKING. No vehicles, vessels, recreational vehicles or equipment, including but not limited to automobiles, motor cycles, trucks, commercial vehicles, mobile homes, motor homes, house trailers, campers, boats, boat trailers, horse trailers, vans, or disabled vehicles shall be permitted to be parked or stored on any portion of the Property unless parked in strict accordance with the following provisions.

A. Commercial Vehicles. "Commercial Vehicles" shall mean any of the following operable vehicles:

- (1) a vehicle not designed and used primarily for carrying live human passengers, or
- (2) a vehicle bearing visible advertising, or
- (3) a vehicle used for hire, or
- (4) a vehicle visibly modified to carry business equipment, supplies or tools of trade.

Commercial vehicles may not be parked or stored anywhere within the Property except for the temporary parking of such vehicles while pick-up, delivery, repair or maintenance services are actually being performed unless parked within an enclosed garage.

B. Private passenger vehicles. "Private passenger vehicles" shall mean and refer to operable vehicles that meet the all of the following criteria:

- (1) are designed and used as motorized vehicles for carrying persons primarily for personal, family and household purposes, and
- (2) are of a type required by the State of Florida to be registered for use on public ways, and
- (3) are properly registered, insured and tagged, and
- (4) are in a safe and operable condition, and
- (5) do not exceed a curb weight of six thousand (6000 lbs) pounds, and
- (6) do not exceed twenty (20') feet in length,
- (7) have at least two (2) and not more than four (4) wheels.

Private passenger vehicles may not be parked or stored anywhere within the Property except:

- (1) within a closed garage on a Lot, or
- (2) in areas specifically designated by the Association for parking, or
- (3) on the paved driveway of a Lot, or
- (4) on the street adjacent to a Lot, provided that the private passenger vehicle belongs to and is being used by a guest or invitee of the lawful resident of a Lot, and provided that the private passenger vehicle is so parked for a period not to exceed four (4) consecutive hours between sunrise and sunset, as determined by reference to the local newspaper listing of same on the date in question, or
- (5) during a special event for which on-street parking has been approved in advance in writing by the Board of Directors or its designee.

Operable government passenger vehicles shall be considered as private passenger vehicles for purposes of this provision.

C. Recreational Vehicles. "Recreational Vehicles" shall mean any operable vehicle not constituting a commercial vehicle or private passenger vehicle. All vessels and equipment related to vessels or recreational vehicles shall be deemed recreational vehicles. Recreational vehicles may not be parked or stored anywhere in the Property except:

- (1) within a closed garage on a Lot, or
- (2) in areas specifically designated by the Association for parking, or
- (3) during a special event for which on-street parking has been approved in advance in writing by the Board of Directors or its designee, or
- (4) on the street adjacent to a Lot or on the paved driveway of the Lot, provided that the recreational vehicle for a period not to exceed:
 - A. forty-eight (48) consecutive hours, or
 - B. for a period not to exceed seventy-two (72) non-consecutive hours in any seven (7) day period.

With the exception of the changing of an unforeseen flat tire, no maintenance may be performed on any vehicle except in a closed garage.

No on-street parking of any vehicle is permitted between sunset and sunrise, as determined by reference to the local newspaper listing of same on the date in question.

The Association shall not be liable to the owner of a vehicle for trespass, conversion or otherwise, nor guilty of any criminal act by reason of the towing of a vehicle not parked in strict accordance with the foregoing. Except as provided by law neither the removal of the vehicle nor failure of the owner of such to actually receive notice of a violation shall be grounds for relief of any kind.

In addition to the remedy set forth in the preceding paragraph and in Article VII, Section 1 hereof, the Association shall also have the right to levy fines as provided herein for violations of this Article, and if levied, such fine shall constitute and become a special assessment against the lot of the owner fined. Such special assessment shall be collectible in the manner set forth in Article V, Section 8 hereof for collection of other assessments, including the right of the Association to lien and foreclose thereon.

This amendment is intended to clarify the existing rights and obligations of the owners.

IN WITNESS WHEREOF, BRANTLEY PLACE HOMEOWNERS ASSOCIATION has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:



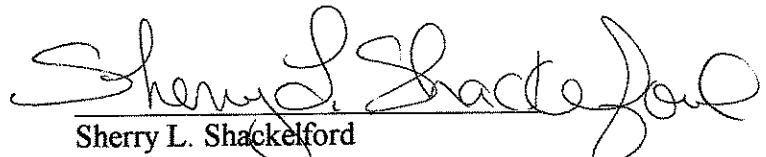
**BRANTLEY PLACE
HOMEOWNERS ASSOCIATION, INC.**

a Florida corporation

By: 
Milton Page, Vice President

**STATE OF FLORIDA
COUNTY OF SEMINOLE**

The foregoing instrument was acknowledged before me this 24th day of September, 2002, by Milton Page, Vice President of **BRANTLEY PLACE HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation. He is personally known to me and who did take an oath.


Sherry L. Shackelford
Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
SHERRY L. SHACKELFORD
COMMISSION # CC806883
EXPIRES 2/13/2003
BONDED THRU ASA 1-888-NOTARY1