

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

ASIMA M.AZAM, ESQUIRE  
Divine & Estes, P.A.  
Post Office Box 3629  
Orlando, Florida 32802-3629  
File No. 2086-45

**SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR CHELSEA RIDGE**

This SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHELSEA RIDGE ("Sixth Amendment") is made this \_\_\_\_ day of February, 2019, by THE CHELSEA RIDGE HOMEOWNER'S ASSOCIATION, INC., a Florida non-profit corporation ("Association").

**R E C I T A L S:**

**WHEREAS**, the Association desires to amend the Declaration of Covenants, Conditions and Restrictions for Chelsea Ridge, dated August 17, 1990, and recorded on October 26, 1990 in O.R. Book 4231, Page 1100, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Chelsea Ridge, dated November 19, 1990, and recorded at O.R. Book 4238, page 0761, as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Chelsea Ridge, dated March 27, 1991, and recorded at O.R. Book 4273, page 0880, as further amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Chelsea Ridge, dated May 22, 1997, and recorded at O.R. 5275, 2665, as further amended by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Chelsea Ridge, dated April 10, 2000, and recorded at O.R. Book 6009, page 3144, as further amended by that certain Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Chelsea Ridge, dated January 10, 2013, and recorded at O.R. Book 10525, page 0007, all in the Public Records of Orange County, Florida, (hereinafter collectively the "Declaration").

**WHEREAS**, Article IX, Section 7 of the Declaration provides that the Declaration may be amended by an instrument approved by members representing sixty percent (60%) of the total outstanding votes in the Association, represented in person or by proxy at a duly called meeting.

**WHEREAS**, on February 13, 2019, at a duly noticed meeting this Sixth Amendment was approved by 33 members, representing more than sixty percent (60%) of the total outstanding votes.

**WHEREAS**, the Association desires to record this Sixth Amendment in the Public Records of Orange County, and amend the Declaration as set forth herein.

**NOW THEREFORE**, in consideration of the premises and mutual covenants contained in this Sixth Amendment and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the Declaration is hereby amended as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated into and form a part of this Sixth Amendment.

2. **Definitions.** The definitions set forth in the Declaration are hereby incorporated herein by reference and restated as if fully set forth herein.

3. **Amendment to Article II, Section 4. ARB Guidelines**

Article II, Section 4, of the Declaration is hereby amended to provide as follows:

“Section 4. ARB Guidelines. The ARB or the Board shall have the power to promulgate architectural guidelines as it deems necessary to carry out the provisions and intent of this Article; provided, however that, if the architectural guidelines are promulgated by the ARB no such architectural guidelines shall be effective unless and until same are approved by the Board of Directors of the Association. **ARB guidelines shall be at least as stringent as the deed restrictions contained within this Declaration; however, if they are more restrictive than the deed restrictions, the ARB guidelines shall prevail.**”

4. **Amendment to Article VII, Restrictive Covenants, Sections 5, 6, 9, 10, 11, 12, 18 and 22.**

A. Article VII, Sections 5, 6, 9, 10, 11, 12, and 18 of the Declaration are hereby amended as set forth below. Deletions shall be marked by ~~striketrough~~ and additions shall be marked by **bold and underline**. The amended sections shall provide as follows:

i. “Section 5. Garage Characteristics. Each Garage must have a minimum width of twenty (20) feet with either, a single overhead door with a minimum width of sixteen (16) feet, or two or three individual overhead doors with a minimum width of seven (7) feet. **All Living Units shall be served with a minimum paved concrete driveway of at least sixteen (16) feet in width at the entrance of the garage or as specified by the ARB guidelines.**”

ii. “Section 6. Roofs. Flat, built up roof shall be permitted only over Florida rooms, porches or patios, at the rear of the Living Unit. All other roofs shall have at least a 5 ½ inch pitch, and shall be composed of, **at minimum,** architectural shingle, or any other materials as ~~are approved by the~~ set forth in the ARB guidelines.

iii. “Section 9. Sprinklers. Each house shall have a sprinkler system installed **and maintained to adequately water Lot’s lawn.**”

iv. “Section 10. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of the builder or contractor, and a “For Sale” sign or “Open House” sign. In any event, **all signs shall comply with the Chelsea Ridge Rules and Regulations pertaining to signs enacted by the Association from time to time.** No sign shall be larger than six (6) square feet.

v. “Section 11. Game and Play Structures. Basketball backboards, **and any other** fixed game and play structures, including skateboard ramps, shall be located at the rear of the dwelling and not visible from the street. Treehouses or platforms of a like kind or nature will not be constructed on any part of the Lot located **on or directly in front of the rear line of a Living Unit constructed thereon.**”

vi. “Section 12. Fences. No fence or fence walls shall be constructed, erected or maintained on or around any portion of a building Lot that is in front of the front setback line of the Living Unit. No fence or fence walls shall exceed a height of six (6) feet, nor shall any material used in the construction of said fence consist of any type other than masonry, redwood, or other solid wood **will be chain link, split rail or bare concrete. The ARB will set standards for acceptable material, design, height, stain/paint, etc., from time to time in the ARB guidelines.** All fences must be approved by the ARB prior to construction or installation.

vii. “Section 18. Vehicles and Repair; Street Parking. No inoperative cars, trucks, campers, recreational vehicles, mobile homes or boats shall remain on or adjacent to any portion of a Lot, including parking upon the driveway serving a Living Unit, for a period in excess of forty-eight (48) hours; provided this provision shall not apply to any such vehicle being kept in an enclosed garage and shall not apply to street parking of such vehicles, addressed below. Standard passenger motor vehicles other than these vehicles whose parking is specifically restricted in the sentence above, shall be permitted to park upon the driveway serving a Living Unit without restriction upon parking duration; provided that such standard vehicles shall not be permitted to remain on or adjacent to any other portion of a lot for a period in excess of forty-eight hours (48) except for street parking pursuant to the provision below. There shall be no major repair performed on any motor vehicles, on or adjacent to any Lot. ~~No boats, campers, or recreational vehicles shall be allowed to be parked for over forty-eight (48) hours in front of a Living Unit.~~ No motor vehicles shall be parked in excess of five (5) hours for more than three (3) consecutive twenty-four (24) hour periods. **forty-eight (48) hours unless allowed by approval of the Board. Permits will be issued for specified periods not to exceed 6 months, without Board re-authorization.**

B. Article VII, Section 22 is hereby deleted in its entirety. Section 22 of the Declaration shall be amended and replaced by the following Section 22. Aerials set forth below:

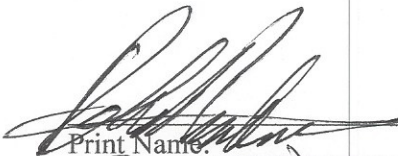
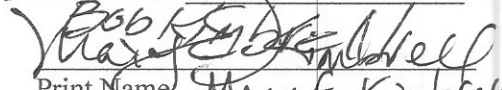
i. “Section 22. Aerials. No exterior radio or television mast, tower, pole, wire, aerial, antenna or satellite receiving station or dish, antenna or appurtenances thereto, shall be erected on any Common Area except by the Association or its designee. Certain television, satellite, or other antenna systems may be erected or installed on a Lot or Living Unit subject to compliance with the guidelines of the ARB.

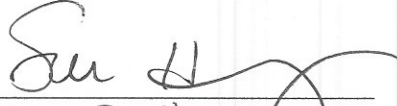
5. Effective Date. The effective date of this Sixth Amendment shall be the date of recordation in the Public Records of Orange County, Florida.

IN WITNESS WHEREOF, the Association has executed this Sixth Amendment to the Declaration this 13 day of February 2019.

Signed, sealed and delivered in the presence of:

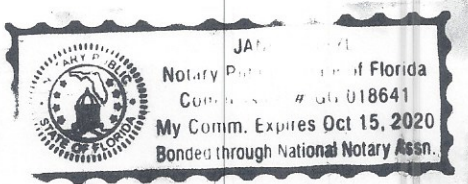
**ASSOCIATION:**  
**CHELSEA RIDGE HOMEOWNER'S ASSOCIATION, INC., a Florida non-profit corporation**


  
Print Name: Bob Kimbrell  
  
Print Name: Mary E. Kimbrell

By:   
Print Name: Sue Henesly  
President

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13 day of February, 2019, by Sue Henesly as President of **The Chelsea Ridge Homeowner's Association, Inc.**, a Florida non-profit corporation, who is personally known to me or who produced Driver's License as identification.



  
NOTARY PUBLIC  
Print Name: Janeen Gryl  
My Commission Expires: 10-15-20  
Commission #: GG 018 041

