

This instrument was prepared by
and should be returned to:
Law Offices of John L. Di Masi, P.A.
801 N. Orange Ave., Suite 500
Orlando, Florida 32801

**FIRST AMENDMENT TO THE REVITALIZED AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WILLIAMSBURG, ORLANDO, FLORIDA (LIME TREE)**

This FIRST AMENDMENT TO THE REVITALIZED AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLIAMSBURG, ORLANDO, FLORIDA (LIME TREE) ("Amendment") is made and approved at a properly noticed meeting of the members of Lime Tree Village Community Club Association, Inc., a Florida not for profit corporation. ("Association"), whose address is 5303 Gateway Ave. Orlando, Florida 32821, which occurred on JANUARY 28, 2020

WITNESSETH

WHEREAS, the Association is a not-for profit homeowners association operating pursuant to Florida Law; and

WHEREAS, the Association is governed by, among other documents, that certain Revitalized Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Williamsburg, Orlando, Florida (Lime Tree), recorded as Official Records Doc#20160113989, of the Official Records of Orange County, Florida ("Declaration"); and

WHEREAS, pursuant to Article V, Section 2 of the Declaration, by the affirmative vote of two thirds (2/3) of the members of the Lime Tree Village Community Club Association, Inc. voting in person or by proxy at a duly called meeting of the Association at which a quorum is present; and

WHEREAS, the Members are desirous of the amending the Declaration to include provisions related to use restrictions of the Lots; and

WHEREAS, at a meeting of the Members held on JAN. 28, 2020, an affirmative vote of two thirds (2/3) of the Members present in person or by proxy voted in favor of approving the amendments to the Declaration set forth herein; and

WHEREAS, the Members were provided notice of meeting of the Members that occurred on JAN. 28, 2020; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Recitals.** The above-mentioned Recitals are hereby incorporated and made a part of this Amendment as if more fully set forth herein.

2. **Definitions.** Unless otherwise expressly set forth in this Amendment, capitalized terms appearing in this Amendment shall have the meanings ascribed to those terms by the Declaration.

3. **Amendments.**

(a) **(a) Article II, Section 6, of the Declaration is hereby amended with the following insertions and deletions:**

6. **NO TEMPORARY BUILDINGS**

No structure of a temporary character, trailer, basement, tent, shack, detached garage, foreign or out buildings shall be used on any Lot ~~at any time as a residence even temporarily or permanently, however a construction shed.~~ However, a permitted storage pod or dumpster may be placed on a Lot and remain there temporarily during the course of active construction or renovation of a Dwelling Unit by Developer. A separate enclosure or shed in a color that matches or coordinates with the home as closely as possible for the purpose of screening trash cans from view may be placed on the side or rear of the Lot.

(b) **Article II, Section 8, of the Declaration is hereby amended with the following insertions and deletions:**

8. **DESTRUCTION OF DWELLING UNIT**

c. Any Dwelling Unit repaired or replaced in contemplation of this section shall be repaired or replaced in substantial compliance with architectural design and plans and specifications from which the Dwelling Unit was originally constructed. The roof must be replaced with a cement tile roof in either a barrel or flat style. Asphalt shingle, fiberglass, or metal roofs are not allowed.

(c) **Article II, Section 13, of the Declaration is hereby amended with the following insertions and deletions:**

13. No signs of any kind shall be displayed to the public view on any lot, except (1) professional sign of not more than five (5) square feet advertising the property for sale or rent, or (1) trade sign, in conjunction with construction at the Lot, which is to be removed within 7 days upon completion of work. Garage sale signs must be permitted by the County and removed upon completion of sale. ~~This provision shall not apply to the Developer in the sale of the Dwelling Unit as constructed.~~

(d) **Article II, Section 15, of the Declaration is hereby amended with the following insertions and deletions:**

15. **GARBAGE AND TRASH REMOVAL**

No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers that are clean and free of odor and pests. ~~e-Except during pickup, if required to be placed at the curb, all~~

containers shall be kept in the garage, on the side of, or at the rear of the dwellings out of sight of the street or an approved enclosure as described herein. There shall be no burning of trash or other material.

(e) Article II, Section 18, of the Declaration is hereby deleted in its entirety and replaced with the following insertions:

18. **CLOTHESLINE.**

Retractable clotheslines for the drying of clothes, sheets, blankets or other articles are allowed and must be kept out of plain sight from the street and cannot be left out overnight. Permanently installed traditional outdoor clotheslines are prohibited.

(f) Article II, Section 15, of the Declaration is hereby amended with the following insertions and deletions:

19. **LAWNS AND LANDSCAPING**

~~"Developer" has provided landscaping to each Lot within The Property.~~ The landscaping on each Lot, shall, at all times, be maintained by the owner in good appearance and free from overgrown weeds and rubbish. At no time are vehicles allowed to park on the grass.

(g) Article II, Section 15, of the Declaration is hereby amended with the following insertions and deletions:

22. **VEHICLES AND REPAIR**

No inoperative cars, trucks, trailers or other type of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours, provided, however, this provision shall not apply to any vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot on the property. Commercial vehicles (excluding pickup trucks $\frac{3}{4}$ tons and under), semi-trailers, buses, recreational vehicles, boats and boat trailers shall not be parked, stored, kept or maintained on the property. Cars parked in front of a Dwelling Unit cannot block access of emergency vehicles.

(h) Article II, Section 23, of the Declaration is hereby deleted in its entirety and replaced with the following insertions:

23. **AERIALS**

In accordance with FCC Regulations (Telecommunications Act 1996) an exterior radio, television or electronic antenna or aerial may be erected or maintained anywhere within the property. Unused satellite dishes must be removed from the Dwelling Unit.

4. Construction. To the extent that the terms, covenants and conditions of this Amendment are inconsistent with the terms of the Declaration, the terms, covenants and conditions of this Amendment shall control. In all other respects, the terms, covenants and conditions of the Declaration shall remain in full force and effect and unchanged in any manner.

5. Headings. The paragraph headings have been inserted for convenience and reference only and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

6. Severability. Invalidation of any of these covenants or restrictions or any part, clause, or word hereof, or the application thereof in specific circumstances, by judgment or court order, shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the foregoing has been adopted by the owners in accordance with the Declaration.

Witnesses:

Signature: Charlotte Stein

Print Name: CHARLOTTE STEIN

Signature: Sherri Bruen

Print Name: Sherri Bruen

STATE OF FLORIDA)
COUNTY OF ORANGE)

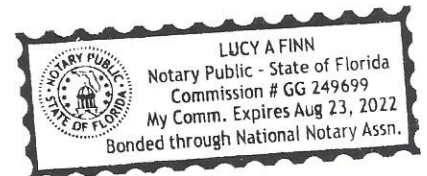
Association:

Sign: Camille Sterman
Print: Camille Sterman

as President of Lime Tree Village Community Club Association, Inc.

The foregoing instrument was acknowledged before me this 18th day of FEBRUARY 2020, by Camille Sterman as the President of Lime Tree Village Community Club Association, Inc., who is personally known to me or who produced a Driver's License as identification.

Lucy A. Finn
Notary Public
My Commission Expires: _____



Witnesses:

Signature: Charlotte Stein

Print Name: CHARLOTTE STEIN

Signature: Sherril Bruen

Print Name: Sherril Bruen

STATE OF FLORIDA)
COUNTY OF ORANGE)

Association:

Sign: Cynthia A Powell

Print: CYNTHIA A. POWELL
as Secretary of Lime Tree Village Community Club Association, Inc.



The foregoing instrument was acknowledged before me this 18 day of FEBRUARY 2020, by CINDY POWELL as the Secretary of Lime Tree Village Community Club Association, Inc., who is personally known to me or who produced a Driver's License as identification.

Lucy A Finn
Notary Public
My Commission Expires: _____

