

This instrument prepared by:

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GRANT MALOY, SEMINOLE COUNTY  
CLERK OF CIRCUIT COURT & COMPTROLLER  
CFN# 2020132840 Bk:9764 Page:1799-1801 (3Pgs)  
REC: 11/18/2020 9:34:23 AM by cjones  
RECORDING FEES \$27.00

**CERTIFICATE OF APPROVAL OF ADDITION TO THE ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA - ARCHITECTURAL STANDARDS & GUIDELINES FOR BRANTLEY PLACE HOMEOWNERS' ASSOCIATION, INC.**


The undersigned authorities hereby certify that at a duly called meeting of the Board of Directors held on June 29, 2020, the Board of Directors of Brantley Place Homeowners' Association, Inc., approved the attached proposed amendment addition for Temporary Construction Dumpster, Storage POD, and/or Port-A-Potty Policy to the Architectural Standards and Guidelines.


The attached proposed addition was approved in accordance with Article VI, Section 3(a) of the Declaration of Protective Covenants and Restrictions for Brantley Place, as amended, and Section 5.20.5 of the Bylaws of Brantley Place Homeowners' Association, Inc. by a two-thirds vote of the Directors present at a meeting which a quorum was present and which was noticed to the members at least fourteen (14) days in advance of the meeting.

Witness our hands and seals this 12 day of September, 2020.

ATTEST:

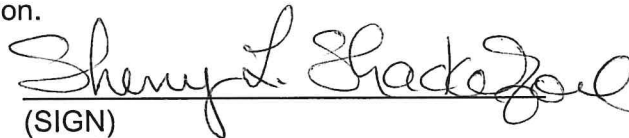
BRANTLEY PLACE HOMEOWNERS' ASSOCIATION, INC.  
"Association"


  
\_\_\_\_\_  
Lisa Kramer, Secretary

By   
\_\_\_\_\_  
David Snyder, President

STATE OF FLORIDA :  
COUNTY OF SEMINOLE :

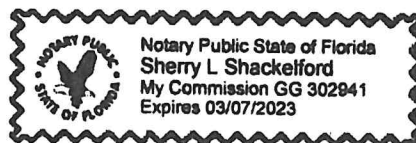
The foregoing instrument was acknowledged before me by means of  physical presence or \_\_\_\_\_ online notarization, this 12 day of Sept., 2020, by David Snyder and Lisa Kramer as President and Secretary, respectively, of Brantley Place Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
(SIGN)

  
\_\_\_\_\_  
(PRINT)

My Commission Expires:

Notary Public, State of Florida at Large



**BRANTLEY PLACE HOMEOWNERS ASSOCIATION, INC.**  
**TEMPORARY CONSTRUCTION DUMPSTER, STORAGE POD AND /OR**  
**PORT-A-POTTY POLICY**  
**Revision 3/10/20**

1. Approval must be approved in advance by the Homeowners' Association (HOA) Architectural Review Board (ARB) in writing prior to placing a temporary construction dumpster, storage POD and/or port-a-potty anywhere on a Lot.
2. Homeowners should allow thirty days (30) for approval once a written request is submitted. Every effort will be taken to provide approval sooner, but an earlier response cannot be guaranteed.
3. The dumpster, storage POD and/or port-a-potty shall be approved for a fixed time duration, based on estimate of completion provided by the general contractor, but no more than 60 days. Any extension shall require an additional written application one week prior to original deadline and a further written approval in advance by the ARB. The resident shall send a written request to the ARB in care of the management company and the ARB Chair has the authority with concurrence from the HOA President to grant a single thirty (30) extension if there are no outstanding violations of the terms of the policy during the initial thirty (30) day period. Further extensions for good cause shown shall require a meeting and formal vote by the ARB after receipt of an additional written request in advance. The failure to make a timely written request for an extension shall be the basis for the HOA to require the immediate removal of the dumpster, storage POD and/or port-a-potty. In appropriate cases the ARB reserves the right to require written proof of a current liability insurance on the part of the Lot owner. In all cases use and placement of a dumpster, storage POD and/or port-a-potty must conform to the requirements of Florida law. Homeowners are responsible for providing a copy of this policy to their contractor(s) to assist in compliance with these rules.
4. The dumpster, storage POD and/or port-a-potty must be placed on the homeowner's Lot as far away from the street closest to their garage doors and as reasonable to obstruct its view from surrounding neighbors but to not extend onto any neighbor's Lot or on to the common areas, including sidewalks, driveway aprons, and green areas. To the extent possible every port-a potty shall be screened from view of the street.
5. The dumpster may be used for construction debris only and shall not give off any foul odors. The port-a-potty may not give off odors detectable from another Lot or from the street. The port-a-potty must be safely secured and locked against unauthorized access during non-work hours and cleaned weekly.

6. The dumpster must have a secure and heavy cover placed across the top of it when there is no construction underway to prevent debris from blowing out of the dumpster. In the event of a foul weather forecast it shall be the responsibility of the Lot owner to have the dumpster and port-a-potty emptied and secured or removed from the Lot prior to the forecast weather event and the storage POD secured against windstorm effects. If debris blows, homeowner can be fined up to \$50.00 per day until the dumpster is secured.
7. The dumpster cannot be allowed to be filled past the maximum capacity mark on the dumpster at any time.
8. No construction signs or notices (other than required municipal permit boards) can be displayed anywhere on the Lot.
9. During any construction, no obstruction of traffic will be permitted nor will on street parking be permitted that may cause a safety and traffic flow concern, and no obstruction of pedestrian sidewalk passage is permitted at any time.
10. The Lot owner agrees that any damage caused to any common areas (including, but not limited to, sidewalk, driveway apron, green space, front gates) by the construction crew(s) will be the responsibility of the Lot owner. The Lot owner shall make restitution to the HOA based on its ownership of the common area within 60 days of discovery the damage and a demand for compensation.
11. The Lot owner agrees that violation of any these rules can result in the demand from the HOA that the dumpster, storage POD and/or port-a-potty be removed within 48 hours. The owner accepts that after the demand time period expires, the HOA can have the dumpster, storage POD and/or port-a-potty removed at the Lot owner's expense. The Lot owner accepts all costs that may result, including but not limited to removal, storage, and damage.

The dumpster, storage POD, and/or port-a-potty must all be removed from a Lot within seventy-two (72) hours of completion of the project, or if no in use, whichever is soon. In other word, once one of these items is removed from a Lot, the remaining items on the Lot must be removed within one day thereafter if not in use.