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RE

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
OF
CHELSEA OAKS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.**

INST# 2007129772 OR BK 07329 PGS 1848-1855 PG(S) RECD 06/19/2007 10:28:52 AM
RICHARD M WEISS, CLERK OF COURT, POLK COUNTY
REC FEE 89.50
RECORDED BY L Withem

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHELSEA OAKS is made this 6th day of June, 2007, by Highland Cassidy, LLC, a Florida Limited Liability Corporation whose address is 250 Avenue K, S.W., Winter Haven, Florida 33880 ("Declarant").

HIGHLAND CASSIDY, LLC, a Florida limited liability company, hereinafter called Declarant, is the Developer of a certain tract of real property located in Polk County, Florida, known by official plat designation as CHELSEA OAKS, pursuant to map or plat thereof recorded in Plat Book 134, Page 46, public records of Polk County, Florida. Declarant is the owner in fee simple of greater than ten percent (10%) of the lots in all phases of CHELSEA OAKS.

Pursuant to Article XV, Section 3, of the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CHELSEA OAKS, Declarant hereby makes the following Amendment to the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CHELSEA OAKS, as previously recorded in O.R. Book 6942, pages 980-1027, inclusive, specifying that the Declarations and this Amendment thereto shall constitute a covenant running with the land, and that this Amendment shall be binding upon the undersigned. These restrictions, during their lifetime, shall be for the benefit of, and limitation upon, all present and future owners of the real property.

1. Article VIII, Section 1 is amended to include a new section AA as follows:

AA. GARAGE SALES, YARD SALES; SALE OF PERSONAL PROPERTY. No garage sale, yard sale or similar activity may be conducted on or in any Lot, Dwelling, Common Area, or Common Property at any time without express prior approval of the Board. In addition, unless in connection with an approved event herein, no personal property may be placed on any Lot, Common Area, or within any Common Property for the purpose of selling said personal property or advertising said personal property for sale, and no signs advertising personal property (including motor vehicles) may be placed on any Lot, Common Area, Common Property, or within any Dwelling if such sign would be visible from the outside of the Dwelling.

2. Article V, Section 4 is hereby deleted and replaced with the following:

Section 4. Service Easements. Declarant hereby grants to all maintenance, delivery, pickup services, fire protection services, police, and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television, and other utilities authorized by Declarant, its successors or assigns to service the Properties and to such other persons as the Declarant from time to time may designate, the non-exclusive, perpetual rights of ingress and egress over and across the Common Property for the purposes of performing their permitted services.

3. Article VI, Section 3 is hereby deleted and replaced with the following:

Section 3. Annual Assessments. It shall be the duty of the Board, at least thirty (30) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include reserve funds as may be determined to be necessary by the Board.

The annual assessment to be levied for the coming year against each Lot subject to assessment as set forth below shall be computed by dividing the budgeted Common Expenses by the number of Lots subject to this Declaration. Except as provided in Section 5 below, Declarant shall have no responsibility to pay assessments on any Lot. The Board shall cause a copy of the Common Expense budget and Notice of the amount of the Annual Assessment to be levied against each Lot for the following year to be delivered to each Owner fifteen (15) days prior to the due date of the first installment of the assessment.

All annual assessments shall be payable monthly in installments equal to 1/12 of the annual assessment, and each monthly payment is due not later than the 10th day of each month.

In the event that the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

4. Article XIV, Section 2 is hereby deleted and replaced with the following:

Section 2. Sharing of Repair and Maintenance. The cost of repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use, provided, however, that if repair and/or

maintenance is required due to the action, inaction, or fault of any particular Owner or Owners, the costs of such repair and/or maintenance shall only be allocated among those Owners whose actions, inactions or fault required such maintenance and/or repairs.

5. Article VIII, Section 1(A) is hereby amended to add the following subsections:

(i) **Responsibilities.** Each Owner, and each family member, guest, tenant, licensee and invitee of any Owner, shall conform and abide by the covenants contained in this Declaration and with any Rules and Regulations which may be adopted from by the Board of Directors from time to time. Each Owner shall be responsible for assuring that the Owner's family members, guests, tenants, licensees and invitees compliance with this section, and any violation of this section, this Declaration, or any Rules and Regulations duly adopted by the Board by any family member, guest, tenant, licensee or invitee of any Owner may be considered to be a violation by the Owner.

(ii) **Rental of Dwelling.** Any Owner wishing to rent or lease his Dwelling must contact the Association for a copy of the application and approval procedures adopted by the Association. All prospective renters or tenants must make a new resident application with the Association and be approved for tenancy in the Association prior to taking possession of any unit. No Owner shall rent or lease his unit without prior approval from the Association. The Owner or his Agent agrees to provide the Association with a copy of the executed lease or rental agreement, and further agrees to inform the Association in writing of any all changes regarding the lease. Any and all leases executed for any Dwelling must specifically provide that any violation of this Declaration by the tenant is a violation of the lease, and must give the Board full authority to enforce the lease. Notwithstanding anything herein to the contrary, Declarant and each of its affiliated companies, Chelsea Oaks Leasing, LLC, and GWC Equity Investments, LLC shall be exempt from this provision, and shall have the right to rent or lease any unit owned by it or them without prior approval of the Association.

(iii) **Tenant Violations of Declaration.** If any tenant or guest violates the provisions of this Declaration or the rules and regulations adopted in accordance herewith, the Board, any Officer of the Association and/or any duly appointed Committee Members or Representative of the Association shall notify the Owner in accordance with the procedure set forth below. Such violation may result in an imposition of a fine as specified below, or if the violation is of a continuing nature may result in the Board to move for eviction of the tenant. Eviction shall only be sought if a violation by a tenant continues for 10 days after notice is given by the Board to the Owner of the Dwelling, or

if the tenant materially violates the Covenants or rules and regulations on more than one occasion in a 12 month period. The decision to evict a tenant shall require a majority vote of the Board. Each owner, by acceptance of a deed, irrevocably appoints the Association, the Board and its Officers as its agent and attorney in fact in a such an eviction action. All costs related to such an eviction action, including attorneys fees and Court costs shall be charged to the Owner as an individual Lot Assessment. Any owner whose tenant or tenants (under one lease or different leases) violate the Covenants or rules and regulations on three occasions during a 12 month period may be prohibited from further leasing or renting of his Lot for a period of not longer than one (1) year.

6. Article VIII, Section 1(C) is hereby deleted and replaced with the following:

C. Trash and Garbage. No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on the Properties except building materials during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open after dark on the day before the pick-up is to be made or on such day and at such place as will be accessible to persons making such pick-up. Such containers may not be placed in the open during daylight hours on the day preceding the pick-up. At all other times, such containers shall be stored so that they cannot be seen from surrounding property. The Architectural Control Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same.

In addition no large debris or bulk amounts of debris, including, but not limited to appliances, fixtures, furniture, and/or debris related to the moving into or vacating of a dwelling, and/or any items that would not be picked up during a normal collection by the refuse service, shall be stored at any time on the outside of any dwelling. In the event removal of such items is necessary, the Owner requiring such removal must notify the Board so that arrangements for collection may be made. Under no circumstances shall any refuse or other items referred to herein be visible on any Lot or in any Common Area for more than twenty-four (24) hours.

7. Article VIII, Section 1(K) is hereby deleted and replaced with the following:

K. Animals. No horses, cattle, swine, goats, poultry, fowl, or any other animals not commonly considered household pets shall be kept on any Lot or within any Dwelling, or any portion of the Property. Under no circumstances shall any commercial or business enterprises involving the use, care or treatment of animals be conducted on any Lot or within any Dwelling, or any portion of the Property without the express prior written consent of the Board. All pets must be less than 30 lbs and/or no more than eighteen (18) inches in height to the top of the shoulder when full grown, must be registered with the Association if a mechanism for registration is established by the Association, must not create a nuisance (as determined by the Association) for other Owners and must be kept on a leash when not on the pet owner's Lot. No pet shall be allowed to roam unattended. The Association may, from time to time, publish and impose other reasonable regulations setting forth the type and number of animals that may be kept on the Properties. There shall be a limit of three (3) household pets per Lot, excluding birds and fish. Owners shall be responsible to clean up all pet waste on the Properties. An animal in violation of this paragraph must be permanently removed from the Property within fifteen (15) days after written notice from the Association.

8. Article VIII, Section 1(G) is hereby deleted and replaced with the following:

G. Vehicle Parking. The Board may promulgate rules which restrict, limit or prohibit the use of any driveway or parking area which may be in front of, adjacent to or part of any Lot or dwelling as a parking place for personal passenger vehicles, commercial vehicles, trailers, recreational vehicles, self-propelled motor homes, motorcycles and boats. Such rules, if and when promulgated, shall have the same force and effect as if promulgated and initially made a part of this Declaration. No unregistered or inoperable vehicle or trailer may be visible in such a manner as from any point on adjacent property or the street. No vehicle of any kind may be disassembled, serviced or repaired on the Properties.

The following initial rules have been adopted:

- i) Prohibited Vehicle. No "Prohibited Vehicle" shall be parked or stored on any of the Common Properties or Common Areas or on any road or Lot within the Property. For purposes of this Section, a "Prohibited Vehicle" is:
 - a) a truck, delivery van, service van or bus (except that trucks not in excess of $\frac{3}{4}$ ton are permitted, provided they

- have no camper top, bed enclosure, or other appendage attached to it);
- b) a commercial vehicle (i.e., one not designed and used for normal personal/family transportation) and any vehicle bearing lettering, graphics or other commercial insignia;
- c) a recreational vehicle (RV) including a camper, mobile and motor home, all terrain vehicle (ATV or ATC) or dune buggy;
- d) a trailer of any type;
- e) a boat; or
- f) a derelict vehicle, including a vehicle with no current license plate or a vehicle incapable of self propulsion, a vehicle with excessive body damage, paint damage, missing parts, or any vehicle which is, in the sole discretion of the Board, aesthetically displeasing.

For purposes of this section, a "Prohibited Vehicle" shall not include any commercial or public service vehicle present in the property while performing services for or on behalf of residents or the Declarant.

ii) PARKING.

a) Automobiles may be parked only in the garage or driveway of a Lot, or other areas as designated by the Board in writing. All parking within Chelsea Oaks shall be in accordance with the most current rules and regulations as adopted by the Association. No vehicle shall be parked in such a way that it extends into a street, sidewalk or public right of way. Parking in or on grass or landscaping at any time is prohibited. The Association reserves the right to enforce these regulations, along with other remedies as provided herein, by means of towing of any vehicle in violation without further notice at the owners expense.

b) Long term parking on any street or right of way is prohibited. For purposes of this section, Long Term Parking shall mean parking of any vehicle on any street or right of way for more than ten (10) hours at a time on more than one (1) occurrence during any one week period, or parking on any street or right of way overnight.

iii) WASHING OF VEHICLES. The washing of any vehicle with detergents or hazardous chemicals within Chelsea Oaks is prohibited.

9. Article VIII, Section 1(U) is hereby deleted and replaced with the following:

U. Signs. No sign of any kind shall be displayed to the public view on any Lot or dwelling, except those which shall be in compliance with the guidelines established by the ARC. The ARC shall have the right to establish guidelines so as to require a uniform standard for signs in the Properties. Notwithstanding the provisions of this paragraph, one "For Sale" or "For Rent" sign of reasonable size may displayed inside one window of a Dwelling. No signs of any kind shall be permitted on any Lot on the exterior of any Dwelling.

Declarant and any builder within the Property shall be exempt from this section as to any Lot or Dwelling owned by Declarant, and shall be entitled to place any signs upon such Dwelling or Lot as Declarant deems necessary and appropriate.


10. Article VIII, Section 1(Z) is hereby deleted and replaced with the following:

Z. Outside Furnishings, Flags, Banners, Signs, etc. All patio furniture must be kept in a well maintained state at all times and must conform to the community wide standard. Grills which become inoperable must be removed from the community immediately and disposed of by the owner or his or her tenant. No plants or flowers of any kind shall be planted in the flower beds or green spaces in and around the dwellings. Potted plants are permitted with the following exceptions; all potted plants must be kept in a pot or planter of Terracotta color and must be kept in a healthy and well manicured state at all times. Pots or planters of any other color are prohibited. Excessive accumulation of items on patios is prohibited. Other than as provided for herein, no personal items may be displayed outside of any Dwelling.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand, by its duly authorized managing member, this 6th day of June, 2007.

HIGHLAND CASSIDY, LLC

By:


Albert B. Cassidy, as President of
CASSIDY PROPERTIES, INC.,
Managing Member

First Amendment to Amended and Restated Declaration of Covenants,
Conditions, and Restrictions of Chelsea Oaks

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STATE OF FLORIDA
COUNTY OF POLK

The foregoing FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CHELSEA OAKS was acknowledged before me by Albert B. Cassidy as President of CASSIDY PROPERTIES, INC., managing member, this 10th day of June, 2007.



Phyllis Gail Allen
NOTARY PUBLIC

First Amendment to Amended and Restated Declaration of Covenants,
Conditions, and Restrictions of Chelsea Oaks
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