

PREPARED BY AND RETURN TO:
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**FIFTH AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF CHELSEA OAKS**

THIS FIFTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHELSEA OAKS (this **“Fifth Amendment”**) is made by CHELSEA OAKS TOWNHOMES HOMEOWNERS’ ASSOCIATION, INC., a Florida corporation not for profit (the **“Association”**).

RECITALS

A. The Amended and Restated Declaration of Covenants, Conditions and Restrictions of Chelsea Oaks was recorded in Official Records Book 6942, Page 980, Public Records of Polk County, Florida (the **“Declaration”**), as amended by the First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Chelsea Oaks, recorded in Official Records Book 7329, Page 1848, Public Records of Polk County, Florida (the **“First Amendment”**), the Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Chelsea Oaks, recorded in Official Records Book 7349, Page 2170, Public Records of Polk County, Florida (the **“Second Amendment”**), the Third Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Chelsea Oaks, recorded in Official Records Book 8049, Page 359, Public Records of Polk County, Florida (the **“Third Amendment”**) and the Fourth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Chelsea Oaks, recorded in Official Records Book 8058, Page 424, Public Records of Polk County, Florida (the **“Fourth Amendment”**). The Declaration, together with the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment and all other amendments and Supplemental Declarations shall hereinafter be collectively referred to as the **“Declaration.”**

B. Pursuant to Article XV, Section 2 of the Declaration, the Association has the right to amend the Declaration provided said amendment has been approved by the majority of the Members entitled to cast votes at a duly called meeting of the Association.

C. The Certificate of Amendment attached hereto as Schedule 1 certifies the Association received approval for this Fifth Amendment in accordance with Article XV, Section 2 of the Declaration.

D. The Members of the Association desire to modify the Declaration as set forth below.

NOW THEREFORE, the Members of the Association hereby amend the Declaration as set forth herein.

Words in the text which are lined through (————) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text.

1. The foregoing Recitals are true and correct and are incorporated into and form a part of this Fifth Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. In the event that there is a conflict between this Fifth Amendment and the Declaration, this Fifth Amendment shall control. Whenever possible, this Fifth Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Article I, Section E is hereby amended as follows:

E. "Builder" shall mean a construction company, contractor or other individual or entity holding title to a Lot for the purpose of resale in the ordinary course of business. Lennar Homes, LLC, a Florida limited liability company ("Lennar") is a "Builder."

4. Article III, Section 2.A. of the Declaration is hereby amended as follows to clarify an ambiguity with respect to the designation of Class A Members:

A. The classes of voting shall be as follows:

Class A. Class A Members shall be all Owners, with the exception of Declarant and any builder Builder, for so long as Declarant retains Class "B" voting rights. After the Declarant no longer has Class "B" voting rights, each Builder shall be a Class "A" Member and shall have one (1) vote for each Lot owned by such Builder. Each Class "A" Member shall have one (1) vote for each Lot owned by that Member.

[No further amendments to Article III, Section 2.A.]

5. Article IV, Section 3.A.b. is hereby amended as follows:

b. Roofs, Exterior, and Landscaping. The Association may provide exterior maintenance upon any ~~dwelling~~ Dwelling, including, but not limited to, painting, repairs, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior Improvements. For the purpose of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agent or employees, shall have the right,

after reasonable notice to the Owner, to enter upon any Lot located in Chelsea Oaks at reasonable hours on any day; provided however, the Association shall the right of entry without notice if necessary to correct an emergency situation. The Association and/or its representatives may charge a reasonable fee and costs for performing such maintenance. The cost of routine maintenance shall be assessed as a Common Expense. The cost of any other maintenance or repairs shall be assessed against and be a lien upon the Lot upon which such improvements occur. The foregoing shall not prevent the Declarant from requiring Owners, other than Builders, and/or the Association to enter into a binding contract, running with the Owner's Lot(s) or other applicable property, with the Declarant or an affiliate of the Declarant for provision of maintenance services to any Lot.

6. Article XIII, Section 1 of the Declaration is hereby amended as follows:

Section 1. Owner Maintenance Responsibilities. Owner Maintenance Responsibilities. Each owner shall be primarily responsible for the maintenance, repair and upkeep of his Lot, the dwelling Dwelling and any other structures located thereon or within the dwelling Dwelling, except for the specific items which the Association is mandated to maintain as set forth in Section 2. To provide for community continuity, each Owner, other than a Builder, must enter into and execute the Service Agreement attached hereto as Exhibit B, and by acceptance of a Lot subject to this Declaration shall be deemed to have entered into such Agreement regardless of whether it is executed, which shall be a valid and binding contract, connected with, attached to, and running with the land, between each Owner, other than a Builder, and the other parties thereto, and shall be binding on each Owner, other than a Builder, as well as their successors and assigns. Notwithstanding any provision of this Declaration to the contrary, or any provision of the Service Agreement to the contrary, the Service Agreement shall not be applicable to Builder-owned Lots. After a Dwelling has been constructed on a Lot and conveyed to an Owner other than a Builder, the Service Agreement shall become a valid and binding contract, connected with, attached to, and running with the Owner's Lot.

7. Article XVII of the Declaration titled "Recreational Facilities and Common Area Use" and Exhibit C to the Declaration are hereby deleted in their entirety so that the provisions of Article XVII and Exhibit C shall no longer be applicable.

8. Article XVII of the Declaration titled "Community Systems and Services" is hereby renumbered as Article XVIII to correct a scrivener's error.

9. Article XIX is hereby added to the Declaration in its entirety as follows:

ARTICLE XIX. BUILDER RIGHTS

Section 1. Builder Exempt. Article VIII shall not apply to Builders or to any property owned by Builders and shall not be applied in a manner which would adversely affect the interests of Builders. Without limiting the foregoing, Builders and/or their assigns, shall have the right to: (i) develop and construct Lots, Dwellings, Buildings and related improvements within the Property, and make any additions, alterations, improvements, or changes thereto all in compliance with Builders' plans and specifications; (ii) maintain sales offices (for the sale and re-sale of Dwellings, Lots and/or Buildings) and general sales offices and construction operations within the Property; (iii) place, erect or construct portable, temporary or accessory buildings or structures within the Property for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of

any portion of the Property; (v) post, display, inscribe or affix to the exterior of any portion of a Lot owned by Builder, or on the Common Areas, signs and other materials used in developing, constructing, selling or promoting the sale of any portion the Property, including without limitation, Lots and Dwellings and Buildings owned by Builders; and (vi) undertake all activities that are deemed necessary or convenient by Builders for the development and sale of any Lots, Dwellings and Buildings owned by Builders. All provisions of this Declaration in conflict with this paragraph shall be deemed inoperative as to Builders.

Section 2. Development Easement. Builders are hereby granted an easement for themselves, or their nominees, over, upon, across, and under the Property as may be required in connection with the development of the Property and to promote or otherwise facilitate the development, construction and sale of Lots and Dwellings and Buildings. Without limiting the foregoing, Builders shall have the right to use all paved roads and rights of way within the Property for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any improvements constructed or installed by Builders. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Property. Builders shall have no liability or obligation to repave, restore, or repair any portion of the Property as a result of the use of the same by construction traffic. Without limiting the foregoing, at no time shall Builders be obligated to pay any amount to the Association on account of Builders' construction activities. Builders have the right to use Lots and Dwellings and Buildings owned by Builders, and all portions of the Common Areas, in connection with their marketing activities, including, without limitation, allowing members of the general public to inspect model Dwellings, installing signs and displays, holding promotional parties and events, and for every other type of promotional or sales activity that may be employed in the marketing of Lots, Dwellings and Buildings. The easements created by this Section, and the rights reserved herein in favor of Builders, shall be construed as broadly as possible.

Section 3. Subdivision and Regulation of Land. Builders shall be entitled to divide, subdivide or change the boundaries of any Lot or Lots owned by Builders without the prior written approval of the Association, any Owner or any other party. Builders shall have the unfettered right to implement variations from, modifications to, or amendments of land use plans, zoning, or any other development orders or development permits applicable to Property for the purpose of dividing or subdividing Lots owned by Builders without the prior written approval of the Association, any Owner or any other party.

Section 4. Access to the Property. Builders and their contractors, suppliers, agents and employees, and any prospective purchasers of Dwellings or Lots from Builders, are hereby granted a non-exclusive easement for free and unimpeded access through any gates or other access control facilities used to control access to the Property, subject only to such controls and restrictions as are agreed to in writing by any affected Builder. If the Association attempts to restrict or control access into the Property through means not approved the Builders, any Builder may take any and all measures necessary to eliminate same, including disabling any entry system during any hours desired by such Builder, and such Builder shall have no liability to the Association or any other party for taking such action. It is specifically agreed by the Association and its Members that gates controlling access to the Property shall remain open Monday through Saturday between 7:00am EST and 7:00pm EST and Sunday between 9:00am EST and 6:00pm EST.

Section 5. Amendment. So long as Lennar owns any Lot within the Property, this Article XIX shall not amended, removed, or superseded without the prior written approval of Lennar, which approval may be granted or withheld in Lennar's sole and absolute discretion.

10. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

11. This Fifth Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Polk County, Florida.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Association has caused this Fifth Amendment to be executed by its duly authorized representative as of this ____ day of February, 2014.

WITNESSES:

"ASSOCIATION"

CHELSEA OAKS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit

Michelle Cassidy

Print Name: Michelle Cassidy

Lauren Oakley Schek

Print Name: Lauren Oakley Schek

By: AS/C

Name: Albert S. Cassidy

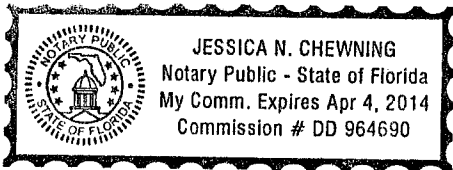
Title: President

Date: 2/15/2014

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Polk)

The foregoing instrument was acknowledged before me this 18th day of February, 2014, by Albert S. Cassidy, as President of CHELSEA OAKS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, He/She [is personally known to me] [has produced _____ as identification].



Jessica N. Chewning

Notary Public

Print Name: _____

My Commission Expires: _____

**CERTIFICATE OF AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS
OF CHELSEA OAKS**

THE UNDERSIGNED HEREBY CERTIFIES that at a duly called meeting of the Members of the CHELSEA OAKS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation (the "**Association**") on February 12, 2014, a majority vote of the Owners present in person or by proxy approved the Fifth Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions of Chelsea Oaks to which this Certificate is attached.

IN WITNESS WHEREOF the Association has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 18th day of February, 2014.

ATTEST:

CHELSEA OAKS TOWNHOMES
HOMEOWNERS' ASSOCIATION, INC., a
Florida not for profit corporation

By: *Michelle Cassidy*
Print Name: Michelle Cassidy
Its: Secretary

By: *Albert S. Cassidy*
Print Name: Albert S. Cassidy
Its: President

{Corporate Seal}

STATE OF FLORIDA)
COUNTY OF Polk)

The foregoing instrument was acknowledged before me this 18th day of February, 2014, by Albert S. Cassidy, as President, and by Michelle Cassidy, as Secretary, respectively of the CHELSEA OAKS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the Association. They [are personally known to me] [have produced _____ as identification].

My commission expires:

Jessie N. Cheung
NOTARY PUBLIC, State of Florida at Large

Print Name _____

