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Prepared by and Return to:

(R)
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**SIXTH AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF CHELSEA OAKS**

THIS SIXTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHELSEA OAKS (this "**Sixth 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 Townhomes Homeowners' Association, Inc., 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 Townhomes Homeowners' Association, Inc., recorded in Official Records Book 7349, Page 2170, Public Record of Polk County, Florida (the "**Second Amendment**"), the Third Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Chelsea Oaks Townhomes Homeowners' Association, Inc., recorded in Official Records Book 8049, Page 359, Public Records of Polk County (the "**Third Amendment**"), the Fourth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Chelsea Oaks Townhomes Homeowners' Association, Inc., recorded in Official Records Book 8058, Page 424, Public Records of Polk County, Florida (the "**Fourth Amendment**"), and the Fifth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Chelsea Oaks, recorded in Official Records Book 9264, Page 2237, Public Records of Polk County, Florida (the "**Fifth Amendment**"). The Declaration, together with the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendments, and the Fifth 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 Sixth 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 Sixth 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 Sixth Amendment and the Declaration, this Sixth Amendment shall control. Whenever possible, this Sixth 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 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 and any other structures located thereon or within the 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 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.~~

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


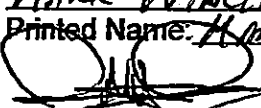
Section 2. Optional Maintenance by Association. ~~Upon expiration of any Service Contract with an Owner as set forth in Exhibit B, or the non-existence of such a contract with respect to any maintenance item set forth herein, the Association may, at the Association's option, maintain all roof and portions of any improvement on any Lot contributing to the support of the roof or any of any improvement on any Lot contributing to the support of the roof or any improvements on any other Lot, which portions shall include, but not be limited to, outside walls and any fixtures on their exterior, those portions of boundary walls which are party walls, floor and ceiling slabs, load-bearing columns, and load-bearing walls. To provide for the community continuity, the Association shall be solely responsible for the maintenance, repair and upkeep of each Owner's Lot, the cost of which shall be included in the general assessments to be charged to each Owner. The Association shall also be responsible for the maintenance of all roof and portions of any improvements on a Lot contributing to the support of the roof or any improvements on any Lot which portion shall include, but not be limited to, outside walls and any fixtures on their exteriors, those portions of boundary walls which are party walls, floor and ceiling slabs, load bearing columns and load-bearing walls.~~

5. 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.


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

IN WITNESS WHEREOF, the Association has caused this Sixth Amendment to be executed by its duly authorized representative as of this 21 August, 2018.

WITNESSES:


Printed Name: Mark Winchester

Printed Name: ROBERT PIZA

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

By: 
Name: CHARLES BERLINER
Title: President
Date: 8-21-2018

Attested to By:

By: 
Printed Name: J. Gary Keith
Its Secretary: _____

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME personally appeared Charles Bestler and Jeffery Keith, who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 21 day of August, 2018.

Christina F. Kelly
Notary Public, State of Florida



Print, Type or Stamp Name of Notary

- Personally known to me, or
 Produced identification
Type of identification produced:

**CERTIFICATE OF AMENDMENT TO
AMENDMENT AND RESTATED DECLARATION OF
COVENANT, CONDITIONS AND 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 August 21, 2018, a majority vote of the Owners present in person or by proxy approved the Sixth Amendment to the Amended and Restated Declaration of Covenants, Conditions, and 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 on this 21 day of August, 2018.

ATTEST

By: [Signature]
Printed Name: Sarah Keith
Its Secretary:

"ASSOCIATION"

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

By: Charles Berliner
Printed Name: CHARLES BERLINER
Its President

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME personally appeared Charles Berliner and Sarah Keith, who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 21 day of August, 2018.



Christina F. Kelly
Notary Public, State of Florida

Print, Type or Stamp Name of Notary

Personally known to me, or

Produced identification

Type of identification produced: