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Prepared by and Return to:
 Daniel F. Pilka, Esquire
 Pilka Adams & Reed, P.A.
 330 Pauls Drive, Suite 100
 Brandon, Florida 33511
 (813) 653-3800

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

THIS SEVENTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHELSEA OAKS (this "Seventh 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 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"), 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"), AND THE Sixth Amendment to the Amendment to the Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Chelsea Oaks

Townhomes Homeowners' Association, Inc., recorded in Official Records Book 10588, Pages 1186 through 1890, Public Records of Polk County, Florida (the "**Sixth Amendment**"). The Declaration, together with the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendments, the Fifth Amendment, and the Sixth 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 Seventh 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.

E. The Association is a Homeowners Association created pursuant to the Laws of the State of Florida and Florida Statute Chapter 720 as amended from time to time.

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

Words in the text which are lined through (-----) indicate deletions from the present text: words in the text which are 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 Seventh 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 Seventh Amendment and the Declaration, this Seventh Amendment shall control. Whenever possible, this Seventh Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

1. Article I of the Declaration is hereby amended as follows:

ARTICLE I. DEFINITIONS

The following words and terms when used in this Declaration or any Supplemental Declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

- A. "Architectural Review Committee" or ARC shall refer to the committee established by the Board and described in Article VII hereof.
- B. "Articles" and "By-Laws" shall mean the Articles of Incorporation and the By-Laws of the Association as they may exist from time to time.
- C. Association shall mean CHELSEA OAKS TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.
- D. "Board" shall mean the Board of Directors of the Association.
- E. ~~"Builder" shall mean a construction company, contractor or other individual 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."~~ "Cluster Building" or "Building" shall refer to the structure comprised of a group of townhome dwellings which are attached to each other and share common walls, roofs, etc.
- F. "Common Expenses" shall mean the actual and estimated expenditures, including reasonable reserves, for maintenance, operation and other services required or authorized to be performed by the Association with respect to Common Property, Open Spaces, Surface Water Management Systems, Water Management Tracts or Public areas, all as may be found to be reasonably necessary by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association. "Common Expenses" shall also include insurance, and maintenance expenses on Lots as set forth herein.
- G. "Common Property" or "Common Area" shall mean and refer to all real and personal property from time to time intended to be owned, operated and maintained by the Association and devoted to the use and enjoyment of all Members of the Association, and all Common Expense. Common Property shall include, but not be limited to, easement areas which are held by the Association. ~~Common Property shall not include any Property not conveyed to the Association by Declarant, regardless of any designation as such on any plat, marketing materials or other documents.~~
- H. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board and the Architectural Review Committee (as defined in Article VII, Section 2).

- I. ~~“Declarant” shall mean Highland Cassidy, LLC, a Florida limited liability corporation, and its successors and assigns who take title to any portion of the Properties for the purpose of development and sale, but only if designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.~~
- I. “Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of CHELSEA OAKS and include the same as it may, from time to time, be amended.
- J. “Dwelling” shall mean and refer to the individual townhome building constructed on each Lot and any extensions of said structure (i.e., garages, driveways, porches, etc.).
- K. “Institutional Lender” shall mean and refer to the owner and holder of a Mortgage encumbering a Lot, which owner and holder of said Mortgage may be a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, an agency of the United States government, private or public pension fund, Veteran’s Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a credit union, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender.
- L. “Lot” shall mean any parcel of land shown upon any recorded subdivision map or plat of the Properties upon which in the future will be located an attached or detached single-family residential dwelling.
- M. “Member” shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.
- N. “Mortgage” shall mean a permanent or construction mortgage, a deed of trust, a deed to secure debt, or any other form of security deed, including any collateral security documents executed in connection therewith.
- O. “Plat” shall mean and refer to the plat of CHELSEA OAKS as recorded in Plat Book 134, Pages(s) 36, Public Records of Polk County, Florida, and any additional plats of properties annexed into the Association.
- P. “Owner” shall mean and refer to the record owner of fee simple title to any Lot located within the Property. Owner shall not mean or refer to the holder of a Mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term “Owner” mean or refer to any lessee or tenant of an Owner.

- Q. "Properties" or "Property" shall mean and include the real property described in Exhibit "A" attached hereto and, when added in accordance with the terms and conditions hereof, shall include real property which is in the future subjected to this Declaration under the provisions of Article II hereof.
- R. "Dwelling" shall mean and refer to the building structure erected upon Lot and any extensions of said structure (i.e., garages, driveways, porches, etc.).
- S. "Supplemental Declaration" shall mean any supplement, amendment or modification of this Declaration.
- T. "Surface Water Management System" shall mean that portion of the Open Space consisting of swales, inlets, culverts, retention ponds, lakes, water management tracts, outfalls, storm drains and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water."

Article II of the Declaration is amended as follows:

Section 1. Property. The real property which is subject to this Declaration is all of the real property described in Exhibit "A" attached hereto and made a part hereof by reference and any additional property annexed as set forth below.

Section 2. Annexation and Withdrawal.

- A. ~~Until December 31, 2009, the Declarant may without the consent or joinder of the Owners or any other person or entity (i) annex additional real property to the Properties, or (ii) when necessary and desirable, withdraw from the provisions of this Declaration, any other Properties which continue to be owned by the Declaration, and which have not been designated or dedicated as Common Property. Annexations or withdrawals under this Subsection A shall be accomplished by filing a Supplemental Declaration describing the real property to be annexed or withdrawn, as the case may be, and shall become effective when such Supplemental Declaration is recorded in the Public Records of Polk County, Florida. Declarant shall have the unilateral right to transfer to any other person or entity, the right, privilege and option to annex additional Property which is herein reserved to Declarant.~~

B.A. Subject to consent of the Owners thereof, the Association may annex real property subject to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of the voting Members representing a majority of the homeowners votes present in person or by proxy at a meeting duly called in accordance with the By-Laws. The annexation of land under this Section shall be accomplished by the recordation in the Public Records of Polk County, Florida the Supplemental Declaration describing the property being annexed and signed by the President and Secretary of the Association and by the Owner of the property being annexed. Any such annexation shall be effective upon the recording unless otherwise provided therein.

C.B. No provision of this Declaration shall be construed to require any other person or entity to annex or withdraw any real property to or from the scheme of this Declaration.

~~**D.** The Declarant shall not be required to follow any predetermined order of improvement and development within the Properties.~~

~~**Section 3. Acquisition of Additional Common Property.** Declarant may convey to the Association additional real property, improved or unimproved, which is, or which may become pursuant to Section 2.A. above, subject to this declaration, which real property, upon conveyance or dedication to the Association, shall be accepted by the Association as Common Property and thereafter shall be maintained by the Association at the Association's expense for the benefit of all its Members. In such event, the Association and all Members shall have easements to use and enjoy such Common Property.~~

~~**Section 4. Further Restrictive Covenants.** The Declarant may record further restrictive covenants, Declarations of Condominium or Cooperative, or Declaration of Covenants, Conditions and restrictions pertaining to homeowner's' associations, or plats as to any of the Properties possessed by the Declarant.~~

~~**Section 5. Amendment.** This Article shall not be amended without the written consent of the Declarant for so long as the Declarant owns any Property which is subject to this Declaration.~~

Article III is amended as follows:

Section 1. Membership. Every Owner, including Declarant shall be a Member of the Association, and by acceptance of a deed or other instrument evidencing ownership interest, each Owner accepts membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provision of this Declaration, the Articles of Incorporation (attached hereto as Exhibit "B"), the By-Laws (attached hereto as Exhibit "C") and other rules and regulations of the Association. In addition to the foregoing, the family guests, invitees and tenants of said Owners shall,

while in or on the Property, abide and be bound by the provisions of this Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Association.

Section 2. Allocation of Voting Rights.

Each Lot owned shall afford its Owner(s) one (1) vote whether owned individually, jointly or in some other form.

~~_____ 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, for so long as Declarant retains Class "B" voting rights. Each Class "A" Member shall have one (1) vote for each Lot owned by that Member.**~~

~~**Class B. The Class B Member shall be the Declarant, or its specifically designated (in writing) successor. The Class B Member shall be allocated as a number of votes equal to three (3) nine (9) votes for each Lot owned by it. The Class "B" Member shall be entitled to cast all of its votes in any vote or election held by the Association. Declarant shall retain its Class "B" voting status and rights for any Lots transferred to a Builder as defined herein. In such cases, Declarant's Class "B" votes shall not be converted to Class "A" until such time as title is transferred from the Builder to a Non-Builder Owner. Class B membership shall cease and become converted to Class A membership upon turnover of the Association as set forth in Article IX.**~~

~~**Section 4. Declarant's Rights to Appoint Directors. The Declarant shall be entitled to appoint all Members until turnover as set forth in Article IX.**~~

Article IV, Section (3)(A)(b). is amended as follows:

- b. Roofs, Exterior, and Landscaping. The Association shall provide exterior maintenance upon any dwelling, including, but not limited to, painting, replacement and maintenance of the roofs, gutters and down spouts as originally installed only, exterior building surfaces excluding windows and exterior doors, trees, shrubs, grass, walks and other exterior improvements. The Owners shall be responsible for the maintenance, repair and replacement of all driveways, pavers, walkways and entranceway including, but not limited to doors, doorways, windows, window frames or any portion of the interior of any unit or home including, but not limited to the unit and/or home's foundation, flooring, electrical, outside lights, plumbing and mechanical features. Furthermore, any gutter and down spouts installed by the Owner, shall be maintained exclusively by the Owner.

For the purpose of the performance of the exterior maintenance authorized by this Article the Association, through its duly authorized agents 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 have the right of entry without notice if necessary to correct an emergency situation. **The Association shall have no obligation to maintain, replace, or repair any entranceway, including but not limited to doors, doorways, windows, window frames, or any portion of the interior of any unit or home including, but not limited to, the unit and/or home's foundation, flooring, electrical, plumbing and mechanical features.** The Association and/or its representative 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.~~

Article VI is amended to exclude Section 5:

~~**Section 5. Elective Assessments of Declarant. Notwithstanding any provision of this Declaration, or the Association's Articles of Incorporation or By-Laws to the contrary, for as long as there is Class B membership in the Association, the Declarant may, at its sole option, with respect to any Lot owned by the Declarant, fund the difference between the amount of assessments levied on all Lots subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. This elective payment may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these. The Association is specifically authorized to enter into subsidy contracts or contracts of "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses.**~~

Article VI, Section 9 is amended as follows:

~~**Section 9. Subordination of Lien to Mortgagees, Parties Rights.** The lien for assessments provided for herein is subordinate to the lien of any first mortgage given to an institutional lender now or hereafter placed upon a Lot; provided, however, the said subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Property pursuant to a decree of foreclosure or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such Property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.~~

~~The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment, a certificate in writing signed by an officer or management agent of the Association setting forth whether such assessment has been paid as to any particular lot.~~

~~Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid.~~

Section 9. Subordination of Lien to Mortgagees, Parties Rights. The lien for assessments shall not be subordinate to any mortgage, including a bona fide first mortgage held by a lender on any lot, even when the mortgage is recorded in the Public Records prior to the claim of lien. The lien for assessments shall not be affected by any sale or transfer of a lot, except in the event of a sale or transfer is by deed in lieu or pursuant to a foreclosure of a bona fide first mortgage where the first mortgagee takes title to the property, in which event the mortgagee shall be liable for the unpaid assessments which become due during the twelve (12) month period immediately preceding the acquisition of title or one percent (1%) of the original mortgage debt, whichever is less or such greater amount as may be permitted by Florida law. However, any such remaining unpaid assessments for which mortgagee is not liable will be assessed and reallocated to the subsequent owner who receives title from such mortgagee. Nothing herein contained shall be construed as releasing the original party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A lender shall give written notice to the Association if the mortgage held by such lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods applicable to owner. In the event the Association makes such payment on behalf of an owner, the Association shall, in addition to all rights reserved herein, be subrogated to all of the rights of the lender. All amounts advanced on behalf of the Owner pursuant to this section shall be added to the assessments payable by such owner with appropriate interest.

Article VII, Section 1 is amended as follows:

Section 1. Enforcement of Architectural Standards. The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Sections 2 and 3 of this Article VII. ~~This Article shall not be amended without the written consent of the Declarant for so long as the Declarant owns any Property which is subject to this Declaration.~~

- A. ~~The ARC shall consist of two (2) or more persons designated by the Declarant. At such time as the Declarant no longer owns any real Property within the Properties (or earlier if the Declarant shall surrender this right in a written instrument in recordable form executed by Declarant), the Declarant shall assign to the Association, the rights, powers, duties and obligations of the ARC, whereupon the Board shall appoint three (3) or more persons as the members of the ARC. For the purpose of this requirement, the Board may act as the ARC.~~**

- A. The Architectural Review Committee (ARC) shall consist of three (3) or more persons appointed by the Association. For the purposes of this requirement, the Board may act as the ARC.**
- B. The ARC shall have the right of specific approval or veto of all architectural, engineering, platting, planning and landscaping aspects of any improvement or development of individual units or buildings as well as the general plan for development of any individual Lot or subdivision, tract or parcel of land within the Properties. All construction and development within the Properties is subject to local governmental control; however, the ARC may in its sole discretion, impose standards of architectural and landscaping design, or the general plan for development, which standards are greater or more stringent than standards prescribed in applicable building, zoning, and planning or other local governmental codes.
- C. No building, sign, underground hard wired lighting, fence, hedge, wall, walk, dock or other structure or planting shall be constructed, erected, planted or removed until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of the same shall have been submitted to and approved in writing by the ARC. Refusal of approval of plans, specifications or location may be based upon any grounds, including purely aesthetic consideration, which the ARC, in its sole discretion, deems sufficient.
- ~~D. All plans for the construction of any improvements within the Properties shall contain a drainage plan~~
- D. As part of the application process, three (3) complete sets of plans and specifications prepared by an architect or other person found to be qualified by the ARC shall be submitted for approval by written application on such form as maybe provided or required by the ARC. In the event the information submitted to the ARC is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.**
- E. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the ARC shall consider the suitability of the proposed building, improvements, and structure or landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring Property.
- F. Unless specifically excepted by the ARC, all improvements for which approval of the ARC is required under this Declaration shall be completed within a

reasonable time from the date of commencement of said improvements or within the time set by the ARC in the event that the approval is so conditioned.

- G. There is specifically reserved unto the ARC the right of entry and inspection upon any Lot for the purpose of determination by the ARC whether there exists any construction of any improvement which violates the terms of any approval by the ARC or the terms of this Declaration or any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference. The Association is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvements, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney fees in connection therewith.
- H. In the event the ARC shall fail to specifically approve or disapprove the plans and specifications submitted in final and complete form or to request additional information reasonably required within thirty (30) days after submission, such plans and specifications shall be deemed to be approved.
- I. The Association shall indemnify and hold harmless the ARC from all costs, expenses and liabilities including attorney fees incurred by virtue of any Member of the ARC's service as Member of the ARC.
- J. A majority of the ARC may take any action of the committee and may designate a representative to act for it. In the event of death, disability or resignation of any Member of the ARC, the Board shall designate a successor. The ARC shall be selected by and shall serve at the pleasure of the Board of Directors.
- K. The ARC may adopt such further rules and regulations as it deems necessary to carry out its functions and purposes hereunder.
- L. The ARC has the right, but not the obligation, to grant waivers for minor deviations and infractions on this Declaration. The granting of any waiver for any portion of the Properties may be given or withheld in the ARC's sole discretion and prior grant of a similar waiver shall not impose upon the ARC the duty to grant new and additional requests for such waivers.
- M. **The Association, Declarant** ARC or any officer, employee, director or member thereof shall not be liable for damages to any persons submitting plans and specifications for approval, or to any other Owner, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans and specification. Every person who submits plans and specifications for approval

agrees, by submission of such plans and specifications, that it will not bring any action or suit against the Association, ARC or ARC Members to recover any such damages.

- N. Provided the procedures described in this Article VII are complied with, nothing contained in this Declaration shall prohibit the construction of a screened porch or lanai that otherwise meets the requirements of this Declaration and the standards of the ARC, and nothing shall prohibit the use of an aluminum or aluminum pan roof that otherwise meets the requirements of this Declaration and the standards of the ARC.
- O. **Provided the procedures described in this Article VII are complied with, security cameras may be affixed to the exterior of a building so long as it otherwise meets the requirements of this Declaration and the standards of the ARC and are approved by the ARC after submittal of the appropriate application.**

Article VIII, Section (1)(A) is amended as follows:

Section 1. Compliance by Owners: Initial Rules and Regulations. Each Owner **and each family member, guest, tenant, licensee and invitee of any Owner** shall comply with the restrictions and covenants set forth herein and any and all rules and regulations adopted by the Board.

- A. **Residential Use.** All Lots shall be used for residential dwelling units and related recreational facilities only and for no other purposes. ~~Notwithstanding herein to the contrary, Declarant shall be entitled to build and maintain sales models and offices. Uses which do not conform to Polk County zoning ordinances will not be permitted.~~
- (i) **Responsibilities.** Each Owner, and each family member, guest, tenant, licensee and invitee of any Owner shall confirm and abide by the covenants contained in the Declarations, and with any rules and regulations which may be adopted by the Board of Directors from time to time. Each Owner shall be responsible for ensuring that the Owner's family members, guest, tenants, licensees, and invitees comply 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 Oak 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.~~

Article VIII, Section (1) (A)(ii) is amended as follows:

- (ii) **Rental or Leasing of Dwelling. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast, Airbnb or other short term rental facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home.**
- (a) **Lease Requirements. No homeowner or property owner shall enter into a lease agreement, rental agreement, or occupancy agreement, or other similar conveyance or use of the Home or residence during the first twelve (12) months of ownership of the Home or residence unless otherwise approved by the Association in the case of hardship. Thereafter, the Owner shall be entitled to enter into a lease agreement or occupancy agreement for their home(s) (referred to collectively as "Lease Agreement") subject to the following provisions:**
- (b) **All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to Association. All prospective occupants of the home shall be identified in the lease application;**
- (c) **All Lease Agreements, together with an application signed by both the Owner and tenant, in a form approved by Association, shall be submitted to Association at least fifteen (15) days prior to commencement of the lease term. All renewal lease applications shall be submitted to the Association not less than thirty (30) days prior to the lease expiration term. Failure to provide timely renewal application will result in termination of lease and loss of seniority;**

- (d) The Owner shall pay the lease application fee prescribed by Association. The initial lease application fee shall be one hundred dollars (\$100.00) and may be increased from time to time;
- (e) The Association shall conduct a background and credit check at the owner's cost and expense. At the request of the Owner, the Association shall provide background and credit check to the Owner;
- (f) Lease Agreement must be for a term of one (1) year only.
- (g) The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association;
- (h) The Owner shall agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association; Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be the responsibility of the Owner;
- (i) All Lease Agreements shall require the Home to be used solely as a private single family residence;
- (j) Each Lease Agreement shall contain a uniform attachment (the "Uniform Lease Exhibit") incorporating provisions that require the tenant(s) to abide by the Declaration and Bylaws, Rules and Regulations of the Association which govern the Home. the Uniform Lease Exhibit shall contain other provisions deemed necessary by the Board of Directors from time to time. Failure to incorporate such Uniform Lease Exhibit into terms of any lease shall cause such lease to be void; and
- (k) Each Lease Agreement shall contain the Uniform Lease Exhibit designating the Association's duly authorized officer as the Owner's attorney-in-fact for the purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant of any covenant; provided, however, the Association first shall give the Owner notice of such violations and opportunity to terminate such Lease Agreement within ten (10) days of such notice by the Association.
- (l) Maximum Number of Tenant Occupants per Home. Each leased Home shall be occupied by tenants, members of the tenant's family,

overnight guests and professional care-givers as a residence and for no other purpose. The maximum number of tenant occupants in any Home, including overnight guests and professional care-givers, shall be as follows:

- (m) In the event the Home contains two (2) bedrooms, no more than four (4) persons shall be permitted.
- (n) In the event the Home contains three (3) bedrooms, no more than six (6) persons shall be permitted.
- (o) In the event the Home contains four (4) bedrooms, no more than eight (8) persons shall be permitted.
- (p) Deposit. From and after the date of recordation of the Second Amended and Restated Declarations, each Owner shall collect from their respective tenant and remit to the Association a security deposit in the amount of Four Hundred and No/100 Dollars (\$400.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or enforcement of the Association's rules and regulations caused by the tenant, members of the tenant's family, or the tenant's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the Home, enforcement actions, or otherwise described in this Declaration; provided, that, the tenant does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein the deposit shall be returned the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home to a tenant and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.
- (q) Approval of Lessee. Subject to any applicable law, within fifteen (15) days after receipt of any and all information requested by the Association pursuant to this Section, the Association may, but shall not be required to, either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in a non-recordable form executed by the Association. The Association shall have the right to use as grounds for disapproval of any lease, any one or more of the following:

- (i) The Owner is delinquent in the payment of assessments at the time the application is considered;**
- (ii) The Owner has a history of leasing his or her Home without obtaining the Association's approval or otherwise has a history of violating the Association's rules, regulations or restrictions;**
- (iii) The Owner has a history of refusing to control or accept responsibility for the tenant's occupancy of his or her Home;**
- (iv) The Real Estate Company or agent handling the lease on behalf of the Owner has a history of screening tenant applicants inadequately or recommending undesirable tenants;**
- (v) The application on its face indicates that the prospective tenant and occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions as set forth in the Declaration, Articles, Bylaws or any Rules and Regulations of the Association;**
- (vi) The prospective tenant or occupant has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude, or is a convicted sexual predator or sexual offender;**
- (vii) The prospective tenant or occupant has a history of conduct which evidences disregard for the property of others and the rights of others to peaceful enjoyment of their Homes;**
- (viii) The prospective tenant evidences a strong probability of financial inability to pay the rent and other financial obligations under the lease;**
- (ix) The tenant or occupant, during previous occupancy or in the community, has failed to comply with the Declaration, Articles, Bylaws or any Rules and Regulations;**
- (x) The prospective tenant gives false or incomplete information to the Association as part of the application procedure, including without limitation, fails to provide the names of all persons that will be occupants residing at the Home under the lease;**
- (xi) The prospective tenants and/or Owner of the Home fails to pay the security deposit: and**

(xii) The owner fails to give proper notice of his or her intention to lease the Home to the Board.

***If no action is taken within fifteen (15) days by the Association, the Lease Agreement is deemed approved. Any Lease Agreement disapproved by the Association shall be null and void unless subsequently approved by the Association.**

(r) Maximum number of homes that may be rented. The maximum number of homes that may be subject to a Lease Agreement, Rental Agreement or Occupancy Agreement at any time within the CHELSEA OAKS Community, shall not exceed twenty percent (20%) of the total number of homes located within the CHELSEA OAKS community.

(iii) Tenants' Violations of Declarations. If any tenant or guest violates the provisions of this Declaration or the rules and regulations adopted in accordance herewith, the Board, and any Office of the Association, and/or any duly appointed committee member or representative of the Association shall notify the Owner in accordance with the procedures 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 the tenant continues for ten (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 regulation on more than one (1) occasion in a twelve (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 the agent and attorney-in-fact in such an eviction action. All costs related to such an eviction action, including attorney 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) violates the covenants or rules and regulations on three (3) occasions during a twelve (12) month period may be prohibited from further leasing or renting the Lot for a period of not longer than one (1) years.

Article VIII, Section (1) (B) is amended as follows:

- B. Temporary Buildings.** No tents, trailers, vans, shacks, tanks, or temporary accessory buildings or structures shall be erected or permitted to remain on the Properties. ~~However, the foregoing shall not restrict or prevent the construction and maintenance of temporary sales models and such other temporary facilities that are essential to the development, construction and sale of the housing facilities created, and provided that such are in compliance with appropriate governmental requirements applicable thereto.~~

Article VIII, Section (1) (G) is amended as follows:

- G. Vehicle Parking.** The Board may promulgate rules which restrict, limit or prohibit the use of any driveway or parking areas 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 affect 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 vehicles of any kind may be disassembled, serviced or repaired on the Properties.

The following initial rules have been adopted and incorporated as part of these Declarations:

- (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 CHELSEA OAKS TOWNHOMES community. For purposes of this Section, a "Prohibited Vehicle" is:
- (a) a truck, delivery van, service van, cargo van or bus (except that trucks not in excess of 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/or motor home, all-terrain vehicles (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, 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 the residents and/or the Association.

- (ii) **Parking Vehicles.** 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 TOWNHOMES community 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 Owner's expense.

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 or more than one (1) occurrence during any one (1) week, or parking on any street or right-of-way overnight.

- (iii) **Washing of Vehicles.** The washing of any vehicle with hazardous detergents or chemicals within the CHELSEA OAKS TOWNHOMES community is prohibited.
- (iv) **Repairs and Maintenance of Vehicles: No vehicle which cannot operate on its own power shall remain in CHELSEA OAKS TOWNHOMES community for more than twelve (12) hours except in a garage of their home. No repairs or maintenance, except for emergency repairs of vehicles shall be made within the CHELSEA OAKS TOWNHOMES community except in the garage of their home. No vehicles shall be stored on Lots. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.**

Article VIII, Section (1) (K) is amended as follows:

- 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 enterprise involving the use, care, breeding 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 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 types 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. All animals in violation of this paragraph must be permanently removed from the Property within fifteen (15) days after written notice from the Association.

Article VIII, Section (1) (Z) is amended as follows:

- Z. Flags, Banners, Signs, etc. Any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful way; provided, further on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veteran's Day, owners may display an official flag of the United States Army, Navy, Air Force, Marine Corps and Coast Guard flags which may not exceed four and one half feet (4 ½ ft.) by six feet (6 ft.) in size. Otherwise, no sign, flag, banner or advertisement, notice or other letters shall be exhibited, displayed, inscribed, painted or fixed, upon any part of the CHELSEA OAKS TOWNHOMES community, including, without limitation, any Home or Lot that is visible from the outside without the prior approval being first obtained from the ARC.

Article VIII, Section (1) (AA) is amended as follows:

Article VIII, Section (1) (AA) is added as follows:

- AA. Garage Sales, Yard Sales and Sale of Personal Property. No garage sale, yard sale, or similar activity may be conducted on or in any Lot, Dwelling, Common Areas, or Common Property, at any time without the 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 Areas, or Common Property, or within a Dwelling if such sign would be visible from the outside of the Dwelling.

- BB. Outside Furnishings. 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 dwelling. 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 healthy and well-manicured state at all times. Pots or planters of any other color are prohibited. Excessive accumulation of items on patios are prohibited. Other than as provided for herein, no personal items may be displayed outside of any dwelling.**

Article VIII, Section (1)(CC) is added as follows:

- CC. Cooking. No cooking shall be permitted nor shall any drinks or beverages be consumed on the Common Areas or Facilities, as applicable, except in areas designated for those purposes by the Association. Grills may be used on an individual Lots; however, they cannot be stored or kept in front of the Home except when in use. The ARC shall have the right to limit or restrict the use of grills or barbeque facilities throughout the CHELSEA OAKS TOWNHOMES community.**

Article VIII, Section (1)(DD) is added as follows:

- DD. Laundry. Subject to the provisions of Section 163.04, Florida Statutes, to the extent applicable, no rugs, mops or laundry of any kind, or any other similar type article shall be shaken, hung or exposed so as to visible outside of the Home or Lot. Clotheslines may be installed in the rear of the home so long as not visible from the front of the Home; provided that any such clothesline shall be removed when it is not in use as a clothesline.**

Article VIII, Section (3) is amended as follows:

~~**Section 3. Fines.** In addition to all other remedies, the Association may impose a fine or fines upon an owner, tenant, guest, invitee or employee for failure to comply with this Declaration, or any rule or regulation promulgated hereunder, provided the following procedures are adhered to:~~

- ~~a) **Notice:** The Association shall notify the owner or other party of the infraction or infractions. Included in the notice shall be the date and time of a special hearing at which the fine or fines will be addressed. Such notice shall be provided to the offending party at least fourteen (14) days prior to such hearing.~~
- ~~b) **Hearing:** The hearing as set forth above shall be before a committee of at least three (3) members of the Association appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve of a proposed fine or suspension, it may not be imposed.~~
- ~~c) **Penalties:** The Association may impose a fine against the offending party in an amount not to exceed \$100.00 per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000.00 in the aggregate.~~
- ~~d) **Payment of Penalties:** Fines shall be paid not later than five (5) days after notice of the imposition of the fine;~~
- ~~e) **Collection of Fines:** Fines shall be treated as an assessment subject to the provisions for the collection of assessments.~~
- ~~f) **Nonexclusive Remedy:** These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.~~

Section 3. Fines. Association may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefitting the SWFWMD.

- A. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.**
- B. A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity**

for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

C. The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

D. The Violations Committee may impose Individual Assessments against the Owner in the amount up to \$100 (or any greater amount permitted by law from time to time) per day for each violation. Each day of noncompliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board of Directors. A fine may exceed \$1,000.00 in the aggregate. A fine of \$1,000.00 or more may become a lien against a parcel. A fine of less than thousand dollars (\$1,000.00) may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the Court.

Article IX is deleted in its entirety

ARTICLE IX. TURNOVER

~~Section 1. Time of Turnover. The turnover of the Association by the Declarant shall occur at the turnover meeting described in section 2 below which meeting shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:~~

- ~~_____ A. January 1, 2015.~~
- ~~_____ B. Upon voluntary conversion to Class A membership by the Declarant.~~

~~C. When ninety percent (90%) of the Lots (as amended and supplemented from time to time) have been conveyed to Owners other than the Declarant or Builders.~~

~~**Section 2. Procedure of Calling Turnover Meeting.** The purpose of the turnover meeting shall be to elect directors to the Association. No more than sixty (60) days and no less than thirty (30) days prior to the turnover meeting, the Association shall notify in writing all Class A Members of the date, location, and purpose of the turnover meeting.~~

~~**Section 3. Procedure for Meeting.** The turnover meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.~~

~~**Section 4. Declarant's Rights.** The Declarant shall be entitled to appoint all Members of the Board until the Time for Turnover as set forth in Article X. After turnover of the Association by the Declarant, the Declarant shall have the right to appoint at least one Member of the Board as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots (as amended and supplemented from time to time). Notwithstanding anything contained herein, the limitations described by Article X shall remain applicable.~~

Article X is deleted in its entirety

ARTICLE X. DECLARANT'S RIGHTS

~~**Section 1. Declarant's Activities.** Declarant may maintain and carry on upon portions of the Common Property such facilities and activities as may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have a non-exclusive easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Lots and dwellings owned by the Declarant and any clubhouse or community center which may be owned respectively, of sale prospects and other business invitees. Builders and Declarant shall have a non-exclusive easement upon and across the Properties for the purpose of installing sales trailers, and maintaining and carrying on construction and sales activities.~~

~~**Section 2. Other Declarations.** No person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.~~

~~**Section 3. Sale of Properties.** All forms of deeds and contracts for sale for the subdivision and sale of property in the Properties by any Owner shall be subject to the prior approval of Declarant, which approval shall not be unreasonably withheld. Declarant shall deliver Notice to any Owner of Declarant's approval or disapproval of all such materials and~~

~~documents within fifteen (15) days of receipt of such materials and documents, and if disapproved, set forth the specific changes requested. If Declarant fails to do so within such fifteen (15) day period, Declarant shall be deemed to have waived any objections to such material and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.~~
~~Section 4. Pre-Turnover Activities. Until turnover, the Board or the Association shall have no authority to, and shall not, undertake any action which shall:~~

- ~~1. decrease the level of maintenance services of the Association performed by the initial Board as specified in the Articles of Incorporation of the Association;~~
- ~~2. change the membership of the ARC or diminish its powers as stated herein;~~
- ~~3. alter or amend any Declaration, any subsequent amendment thereto, the Articles or By-Laws of the Association;~~
- ~~4. terminate or waive any rights of the Association under this Declaration;~~
- ~~5. accept the conveyance, lease, Mortgage, alienation or pledge of any real or personal property of the Association;~~
- ~~6. terminate or impair in any fashion any easements, powers or rights of the Declarant;~~
- ~~7. restrict the Declarant's right of use, access and enjoyment of any of the Properties; or~~
- ~~8. cause the Association to default on any obligation of it under any contract or this Declaration, unless the Declarant consents in writing to the prohibited action. The Declarant's consent shall be exercised by its appointee on the Board or other person designated to so act by Declarant.~~

~~**Section 5. Nature of Declarant Rights.** Any or all of the special rights and obligations of the Declarant set forth in this Article or any other portion of this Declaration may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right of the Declarant beyond that contained herein.~~

~~This Article may not be amended without the express written consent of the Declarant.~~

IN WITNESS WHEREOF, this Seventh Amended and Restated Declaration is executed on the date as set forth herein above.

ATTEST

"ASSOCIATION"

By: *Bryan Bishop*
Bryan Bishop, Its Vice President

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

By: Nancy Craig
Nancy Craig, Its President

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME personally appeared Nancy Craig and Bryan Bishop, who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 18th day of April, 2021.



Kelly
Notary Public, State of Florida

Christina Kelly
Print, Type or Stamp Name of Notary

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