

EXHIBIT "A"

**FIFTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
CHELSEA RIDGE**

THIS FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS CHELSEA RIDGE, as originally recorded in Official Records (O.R.) Book 4231, Page 1100, and amended at O.R. Book 4238, Page 761, O.R. Book 4273, Page 880, O.R. Book 5275, Page 2665, and O.R. Book 6009, Page 3143 all of the Public Records of Orange County, Florida (hereinafter collectively referred to as "Declaration"), is made and entered into by the undersigned Owners of Lots in Chelsea Ridge.

WITNESSETH, That:

WHEREAS, the First Amendment to the Declaration provides in Article IX, Section 7, that the same may be amended by an instrument signed by not less than 75% of the Lot Owners; and

WHEREAS, the undersigned constitute not less than 75% of said Lot Owners and, by virtue of same, are entitled to amend the Declaration; and

WHEREAS, the undersigned Owners are desirous of amending the Declaration as set forth herein.

NOW THEREFORE, Article II, Section 4, Article IV, Section 1, Article VI, Sections 3 and 12, Article VII, Section 24, and Article IX, Section 7 of the Declaration are hereby amended or added to read as follows:

ARTICLE II

ARCHITECTURAL REVIEW BOARD

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**Section 4. ARB Guidelines. The ARB or the Board shall have the power to promulgate architectural guidelines as it deems necessary to carry out the provisions and intent of this Article; provided, however, that if the architectural guidelines are promulgated by the ARB, no such architectural guidelines shall be effective unless and until the same are approved by the Board of Directors of the Association.**

Additions to Declaration are indicated by **bold underline**; deletions by ~~strikeout~~.

ARTICLE IV

THE ASSOCIATION

Section 1. Association. The Association shall be organized, among other things, to administer and maintain the Common Areas, if any, and administer and enforce the Declaration, **the Articles of Incorporation, Bylaws and Rules and Regulations.** **The Board of Directors of the Association shall have the power and right to promulgate and amend Rules and Regulations concerning the use of the Lots and the Common Areas.** The Association shall act in accordance with the terms and provisions of this Declaration, the Articles of Incorporation of the Association and the Bylaws of the Association.

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ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

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Section 3. Initial Assessments. An initial assessment of Two Hundred **Fifty** Dollars ~~(\$200)~~ **(\$250.00)** per Lot, **or such other amount as is determined reasonable by the Board of Directors,** shall be paid by **a purchaser of a Lot to the Association** ~~the Builder to the Developer at the time of purchase of each Lot from the Developer.~~ **This Initial Assessment is not refundable, shall be in addition to, and not in lieu of, the Annual Assessment levied on the Lot, and shall not be considered an advance payment of any portion of the Annual Assessment. This Initial Assessment shall be used by the Association in covering operating expenses and other expenses incurred by the Association pursuant to this Declaration, the Articles of Incorporation and the Bylaws. A person or persons acquiring title by a transfer from a "related party" shall not be considered a purchaser for purposes of this Section. The term "related party" shall be defined from time to time by the Board. In addition, a Trust shall not be considered a purchaser for purposes of this Section; provided, the Owner(s) transferring the Lot into the Trust remain the beneficiary of such Trust. The Initial Assessment shall be due and payable at the closing of the sale or transfer of a Lot. Any Initial Assessment not received when due, as provided herein, shall be deemed delinquent and shall be subject to provisions of this Article and Article XI of the Association's Bylaws for failing to pay assessments.**

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Section 12. Subordination of Assessment Lien to First Mortgages. The lien of all assessments provided for herein and all costs, expenses and attorneys' fees secured by said lien shall be subordinate to the lien of any first mortgage recorded prior to the time of recording the notice of lien by the Association. **The liability of a first mortgagee, or its successor or**

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assignee as a subsequent holder of a first mortgage who acquires title to a Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be as set forth in Section 720.3085(2)(c), Florida Statutes, as amended from time to time. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. The extinguishing of the lien limited liability of a first mortgagee, or its successor or assignee shall not affect the personal liability of the Owner at the time such assessment became due for payment of same. No sale or transfer shall relieve such Lot from liability for any assessment coming due after such sale or transfer or from a lien therefor. A first mortgagee, or its successor or assignee acquiring title to a Lot as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such Lot, whether or not such Lot is occupied, be excluded from payment of assessments coming due during the period of such ownership. A lien for any and all assessments shall not be affected by any sale or transfer of a Lot other than a sale or transfer pursuant to the foreclosure of a first mortgage or any proceeding in lieu thereof. Any delinquent unpaid assessments which were extinguished not collected pursuant to the foregoing provisions may be reallocated and assessed to all Owner pro rata, including the acquiring mortgagee, its successors and assigns.

## ARTICLE VII

### RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Developer and upon each and every Owner who shall acquire a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns as follows:

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Section 24. Leases. Lots may be rented only in their entirety; no fraction or portion may be rented. All leases shall be in writing and shall be for a term of not less than six (6) months. The Lots may only be occupied by the tenants and their legal dependants. There shall be no subleasing of a Lot or assignment of leases. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner within fifteen (15) days of execution of the lease. The Owner must make available to the tenant(s) copies of the Declaration, Articles of Incorporation, Bylaws and the Rules and Regulations (hereinafter "Governing Documents"). The Board may adopt reasonable rules regulating leasing.

Each Owner who leases a Lot hereby covenants to enforce the terms of such lease and the terms of the Governing Documents with respect to the use and occupancy by the tenant(s). In the event of failure by the Owner to comply with the foregoing

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provision or in the event of failure by the tenant to comply with the terms of such lease or the terms of the Governing Documents, the Association, as a third party beneficiary, is hereby granted a power of attorney by such Owner to enforce against the tenant(s) the provisions of such lease and/or the Governing Documents. Such enforcement may be by terminating the lease and/or pursuing eviction, injunctive relief and/or damages. Should the Association seek to enforce the provisions of the lease and/or the Governing Documents, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs for any work done prior to filing a lawsuit, during a lawsuit and through appeal.

## ARTICLE IX

### GENERAL PROVISIONS

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Section 7. Amendments. This Declaration may be amended, at a special or annual meeting of the Members, by sixty (60%) percent of all Members of the Association (one voting right per lot) in person or by proxy. ~~during its initial twenty (20) year term by the owners of at least sixty percent (60%) of the lots by executing a written instrument effectuating such changes and recording said instrument in the Public Records of Orange County, Florida and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners; provided however, in no event shall any amendment be made to this Declaration without the prior written consent of the Developer during such time as Developer shall continue to own any lot in the Property.~~

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