




INSTR # 2015102821
 BK 9545 Pgs 836-839 PG(s)4
 RECORDED 06/08/2015 01:29:19 PM
 STACY N. BUTTERFIELD,
 CLERK OF COURT POLK COUNTY
 RECORDING FEES \$35.50
 RECORDED BY vickeppe

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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS OF CARLSBERG ESTATES ON LAKE
 SUZANNE HOMEOWNERS ASSOCIATION, INC. (F/K/A CHALET ESTATES ON
 LAKE SUZANNE)**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as President of Carlsberg Estates on Lake Suzanne Homeowners Association, Inc., a Florida corporation not-for-profit and homeowners' association, hereby certifies the below-listed amendments to the Declaration of Covenants, Conditions and Restrictions of Carlsberg Estates on Lake Suzanne Homeowners Association, Inc. (f/k/a Chalet Estates on Lake Suzanne) (hereinafter "Declaration").

WHEREAS, the Declaration was originally recorded on January 11, 2000 in O.R. Book 4384, Page 2140, et seq. of the public records of Polk County, Florida;

WHEREAS, from time to time, the Declaration has been amended;

WHEREAS, all of the real property described in the Declaration, as amended, shall be bound by these amendments;

WHEREAS, all other terms, conditions, provisions, covenants, easements, and restrictions stated in the Declaration, as amended, shall remain in full force and effect; and

WHEREAS, the amendments contained herein were approved by the members of Carlsberg Estates on Lake Suzanne Homeowners Association, Inc. as required by Chapter 720, Florida Statutes, the Articles of Incorporation, the By-Laws and the Declaration, as amended, at a duly noticed membership meeting at which a quorum was present held on December 18, 2014;

NOW THEREFORE, the undersigned hereby certifies that the following amendments (additions are underlined in italics and deletions are ~~stricken~~) where considered, approved and adopted by the members of Carlsberg Estates on Lake Suzanne Homeowners Association, Inc.:

- I. Article VI § 10 of the Declaration is amended to read:

Section 10. Lien for Unpaid Assessments. The Association shall have a lien on each lot for any unpaid assessments and interest thereon and costs of collection which has been assessed against the Lot owner of such Property. The lien shall be effective from and after the time of recording a claim of lien in the Public Records of Polk County, Florida. Any and all such liens herein provided for shall be a lien superior to all other liens less and except real estate tax liens and the lien of any mortgage to any Institutional Lender or Private Lender recorded prior to the time of recording of the claim of lien, so long as said mortgage lien is a first lien against the property encumbered thereby. Any such mortgagee, when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). ~~Notwithstanding any contrary provision hereof, no Institutional Lender or Private Lender acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, or no persons claiming by, through or under such Institutional Lender or Private Lender or purchaser, shall be personally obligated to pay assessments that accrued prior to the Institutional Lender's or Private Lender's or the foreclosure purchaser's acquiring title.~~ The Board of Directors may take such action as it deems necessary to collect assessments, or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interests of the Association. The delinquent Owner shall pay all costs including reasonable attorneys' fees, for filing any action or suit or otherwise enforcing and foreclosing a lien, and the lien shall be deemed to cover and secure all such costs and fees. The Association shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment and to apply as credit against said bid, all sums due the Association which are covered by the lien enforced. During the period in which a Lot is owned by Association following foreclosure: (a) No right to vote shall be exercised on its behalf; (b) No assessment shall be assessed or levied on it; and (c) Each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have charged such Lot had it not been acquired by the Association as a result of foreclosure. The Board shall proceed in a prudent and expeditious manner to divest the Lot after obtaining approval of two-thirds (2/3) of the Members of the Association present, in person or by proxy, at a meeting called separately for this purpose.

II. Article IX § 1 of the Declaration is amended to read:

Section 1. Road Resurfacing. The Association shall resurface all streets at least every twelve (12) years if warranted by periodic inspections, the results of which shall be reported to the members.

III. Article XII § 4 of the Declaration is amended to read:

Section 4. No Temporary Structures. No tents, trailers, vans, shacks, sheds, outbuildings, garages, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any lot. ~~No mobile homes, trailers, sheds, shacks, tents or other structure of a temporary nature (except adequate sanitary toilet facilities for workers during construction and the Developer's construction trailer shall be erected or permitted to remain on any Lot prior to the start of construction of a permanent residence. However, builders may use a construction trailer or sales trailer.~~

IV. Article XII § 19 of the Declaration is amended to read:

Section 19. Miscellaneous. No extensive weeds or other unsightly lawn growths shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be placed in walled-in areas so that they shall not be visible from adjoining Lots or public areas. Said expense shall become a lien against the Owner's lot. All lawns are expected to be watered sufficiently to maintain a healthy lawn. All recycling, garbage and trash containers, when not out for pickup on (or the evening before) their scheduled pickup day, must be stored either within the garage or on the side of a residence screened from view from adjoining Lots, the street and public areas. Storage of such containers in the driveway or otherwise than as permitted is strictly prohibited.

V. Article XII § 23 of the Declaration is amended to read:

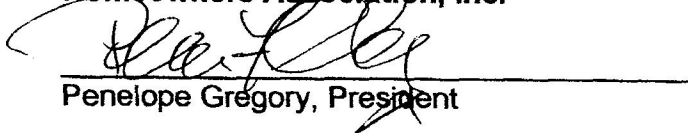
Section 23. Air Conditioners, Generators and Water Purifiers. No window or wall-mounted air conditioning units shall be installed. No air conditioning, generators, and water purifier units shall be placed on the front of any residence (or the side of a residence which faces the street), unless approved by the ARC. Air conditioning, generators and water purifier units may be placed at the side or back of the residence, ~~provided they are at least five (5) feet from the closest property line.~~ Each unit must should be adequately and ornamentally screened if visible from a neighboring lot.

ALL OTHER TERMS, PROVISIONS, CONDITIONS, COVENANTS, EASEMENTS, AND RESTRICTIONS OF THE DECLARATION SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, Penelope Gregory, as President of Carlsberg Estates on Lake Suzanne Homeowners Association, Inc., has caused this instrument to be executed this 20th day of May, 2015.

**Signed, Sealed and Delivered
in the Presence of:**

**Carlsberg Estates on Lake Suzanne
Homeowners Association, Inc.**


Penelope Gregory, President

Tiffany Conner
Print/Type Name of Witness

Wendy L Etheridge
Wendy L Etheridge
Print/Type Name of Witness

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was signed before me, the undersigned authority, this 20th day of May, 2015, by Penelope Gregory, who produced her drivers' license as identification.


Notary Public - State of Florida

**RITA E. HAWKINS
Notary Public, State of Florida
My Comm. Expires Mar. 27, 2016
Commission No. EE 183789**