



INSTR # 2019054051
 BK 10781 Pgs 632-636 PG(s)5
 RECORDED 03/19/2019 09:05:42 AM
 STACY M. BUTTERFIELD, CLERK OF COURT
 POLK COUNTY
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The Instrument was prepared by and return to:
 Theresa M. McDowell, Esquire
 Garganese, Weiss, D'Agresta, & Salzman, P.A.
 Post Office Box 2873
 Orlando, Florida 32802-2873

**CERTIFICATE OF FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS OF CARLSBERG ESTATES ON LAKE SUZANNE
 HOMEOWNERS ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS:

THAT on this 28 day of February, 2019, the undersigned, for Carlsberg Estates on Lake Suzanne Homeowners Association, Inc. (hereinafter referred to as the "Association"), pursuant to the Declaration of Chalet Estates on Lake Suzanne as executed on December 22, 1999, and recorded in Official Records Book 04384, Page 2140, of the Public Records of Polk County Florida on January 11, 2000; and thereafter amended by the First Amendment To Declaration of Covenants, Conditions, Restrictions of Chalet Estates on Lake Suzanne Association, recorded in Official Records Book 05164, Page 1551 of the Public Records of Polk County, Florida; and thereafter amended by the Second Amendment to the Declaration of Covenants, Conditions, Restrictions of Chalet Estates on Lake Suzanne, recorded in Official Records Book 05816, Page 1126, of the of Public Records of Polk County Florida; and thereafter amended by the Third Amendment to the Declaration of Covenants, Conditions and Restrictions of Chalet Estates on Lake Suzanne, recorded in Official Records Book 07545, Page 1902, of the Public Records of Polk County, Florida; thereafter amended by Amendment to the Articles of Incorporation, Bylaws, and Declaration of Covenants, Conditions and Restrictions of Carlsberg Estates on Lake Suzanne Homeowners Association, Inc., recorded in Official Records Book 08961, at Page 0421, of the Public Records of Polk County, Florida, hereby certifies that the FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CARLSBERG ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC., a copy of which is attached hereto as Composite Exhibit "A" and which is incorporated herein by reference and is made a part hereof, has been duly approved by an affirmative vote of not less than two thirds (2/3) of the voting interests of the Association.

IN WITNESS WHEREOF, the CARLSBERG ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC., has caused these presents to be executed in its name, by its proper officers duly authorized, this 28 day of February 2019.

<corporate seal>

Signed, sealed and delivered
 in the presence of:

CARLSBERG ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC. A Florida-not-for-profit Corporation.

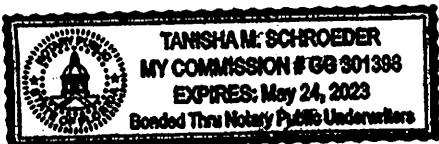
Stephanie Belcher
Janice M. Schroeder

By: Ed Struczewski
 President
 ATTEST: Robert Wards
 Secretary

STATE OF FLORIDA)
 COUNTY OF POLK)

The foregoing instrument was acknowledged before me this 28 day of February 2019, by Ed Struczewski, as President and Robert Wards as Secretary of the CARLSBERG ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit Corporation.

Janice M. Schroeder
 Notary Public



The Instrument was prepared by and return to:
Theresa M. McDowell, Esquire
Garganese, Weiss, D'Agresta, & Salzman, P.A.
Post Office Box 2873
Orlando, Florida 32802-2873

**FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CARLSBERG ESTATES ON LAKE SUZANNE
HOMEOWNERS ASSOCIATION, INC.**

THIS FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CARLSBERG ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC. ("Fifth Amendment"), is made this 21 day of February 2019, and hereby amends the Declaration of Carlsberg Estates on Lake Suzanne Homeowners Association.

WHEREAS, the Declaration was executed on December 22, 1999, and recorded in Official Records Book 04384, Page 2191, of the of Public Records of Polk County, Florida on January 11, 2000;

WHEREAS, the Declaration was thereafter amended by the First Amendment To Declaration of Covenants, Conditions, Restrictions of Chalet Estates on Lake Suzanne Association recorded in Official Records Book 05164, Page 1551, of the Public Records of Polk County, Florida; and

WHEREAS, the Declaration was thereafter amended by the Second Amendment to the Declaration of Covenants, Conditions, Restrictions of Chalet Estates on Lake Suzanne, recorded in Official Records Book 05816, Page 1126, of the of Public Records of Polk County Florida; and

WHEREAS, the Declaration was thereafter Amended by the Third Amendment to the Declaration of Covenants, Conditions and Restrictions of Chalet Estates on Lake Suzanne, recorded in Official Records Book 07545, Page 1902, of the Public Records of Polk County, Florida; and

WHEREAS, the Declaration was amended thereafter by the Amendment to the Articles of Incorporation, Bylaws, and Declaration of Covenants, Conditions and Restrictions of Carlsberg Estates on Lake Suzanne Homeowners Association, Inc., recorded in Official Records Book 08961, at Page 0421, of the Public Records of Polk County, Florida; and

WHEREAS, the Carlsberg Estates on Lake Suzanne Homeowners Association, Inc. ("Association"), desires to amend provisions of the Declaration, as more specifically set forth herein; and

WHEREAS, pursuant to Declaration, Article III, Section 1, Amendments, the Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of Members representing two thirds (2/3) of the total votes of the Association; and

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WHEREAS, this Fifth Amendment has been approved by at least two-thirds (2/3) of the total voting Members of the Association, pursuant to Article III Section I of the *Declaration; and*

NOW, THEREFORE, THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CARLSBERG ESTATES AT LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC., IS HEREBY AMENDED AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby *fully incorporated herein by* this reference.

Section 2. Amendment to the Declaration: The Declaration of Carlsberg Estates on Lake Suzanne Homeowners Association is hereby amended as follows (double underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Fifth Amendment to the Declaration text existing in the Declaration of Covenants, Conditions, and Restrictions of Carlsberg Estates at Lake Suzanne. It is intended that the text in the Declaration of Carlsberg Estates on Lake Suzanne Homeowners Association, denoted by the asterisks and set forth in this Fifth Amendment shall remain unchanged from the language existing prior to this Fifth Amendment):

ARTICLE XII
RESTRICTIONS

Section 14. Pets In no event may any animal be kept on the Property for any commercial use or purpose. Owners, tenants, and occupants with dogs are limited to two (2) dogs per household. All pets must be kept under control at all times, including the use of leashes, harnesses, or muzzles, when appropriate and in accordance with all local laws and ordinances, and must not become a nuisance by barking or other acts. Upon receipt of written complaint from two or more Owners, the Board may order that any animal creating a nuisance be removed from the subdivision Association.

Section 25. Construction Every contract for the purchase of a Lot from the Developer shall contain the following provisions:

- (a) ~~Plans and specifications for the residence to be constructed on the Lot must be submitted to the ARC in final form within thirty (3) days of the Effective Date of the contract (as defined therein)~~
- (b) Closing is contingent upon ARC approval of the Plans and Specifications of the

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~~Residence.~~

- ~~(c) Failure of the contract purchaser to submit plans or obtain approval from the ARC within sixty (60) days, as set forth in subparagraphs (a) and (b) shall render the contract null and void; the contract purchaser will receive a full refund of any deposit, without interest, and the parties shall be released and held harmless as to any matters relating to the contract.~~

~~After the Closing on the Lot, an Owner shall have twelve (12) months from the date of the closing in which to obtain all necessary permits and commence construction of the residence. "Commencement of construction" shall be deemed to occur upon the posting of Notice of Commencement as defined in Florida Statutes, 713. Failure to commence construction within twelve (12) month period set forth herein shall automatically, without any obligation on the part of the Developer, vest Developer with an option to repurchase the Owner's Lot. Exercise of the option shall be by written notice delivered in the manner provided in this Declaration. The notice will provide for a closing no later than thirty (30) days form the date of the notice, at a purchase price identical to the price paid by Owner to Developer. All closing costs shall be paid by the Owner.~~

~~Once construction of any buildings is begin, work shall be diligently continued until full completion. The main residence and all related structures shown on the plans and specifications approved by the ARC must be completed within eight (8) months after the commencement of construction, unless such completion is made impossible as a direct result of labor strikes, fires, national emergencies or other calamities outside the control of the builder and/or Owner. Prior to completion of construction, the Owner and/or builder shall install, at his expense, a suitable concrete or asphalt driveway from the paved portion of the street to his garage entrance. During construction on any Lot, all delivery trucks and other vehicles involved in the contraction (except those heavy enough to damage the driveway), shall enter the Lot only at this location.~~

Section 3. Effective Date. This Fifth Amendment shall become effective upon the affirmative vote of two thirds (2/3) of the voting interests of the membership and upon the recording of this Fifth Amendment.

Section 4. Recording. This Fifth Amendment shall be recorded in the Public Records of Polk County, Florida.

The Instrument was prepared by and return to:
Theresa M. McDowell, Esquire
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ADOPTED by the membership of Carlsberg Estates at Lake Suzanne Homeowners Association, Inc., this 21 day of February, 2019.

IN WITNESS WHEREOF, CARLSBERG ESTATES AT LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC., has caused these presents to be executed in its name, by its proper officers duly authorized, this 28 day of February 2019.

<corporate seal>

Signed, sealed and delivered
in the presence of:

CARLSBERG ESTATES AT LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC., A Florida-not-for-profit Corporation.

Stephanie Belcher
Witness

By: Ed Struczewski
President

Tanisha M. Schroeder
Witness

ATTEST: Robert Wards
Secretary

STATE OF FLORIDA)
COUNTY OF Polk)

The foregoing instrument was acknowledged before me this 28 day of February 2019, by Ed Struczewski, as President and Robert Wards, as Secretary of the CARLSBERG ESTATES AT LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit Corporation.

Tanisha M. Schroeder
Notary Public

