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Prepared by and return to:

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**FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OF THE COTTAGES AT WINDING CREEK, A CONDOMINIUM**

THIS FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE COTTAGES AT WINDING CREEK, A CONDOMINIUM (the "Amendment"), is made as of September 24, 2009, by **COTTAGES AT WINDING CREEK, LTD.**, a Florida limited partnership (the "Developer").

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BACKGROUND FACTS

A. Developer is the developer under that certain Declaration of Condominium of The Villages at Winding Creek, a Condominium, recorded in Official Records Book 3001, page 682, in the public records of St. Johns County, Florida (as amended, the "Declaration"). All defined terms used in this Amendment shall have the same meaning as those ascribed to them in the Declaration.

B. Pursuant to its authority under Section 15(c) of the Declaration, the Developer, hereby desires to amend the Declaration, which amendment does not materially and adversely affect substantial property rights of Owner, by expanding to Owner's lessees the rights of Owners to have animals in the Unit and deleting the right of first refusal from the Declaration.

AMENDMENT

In accordance with the terms of the Declaration and the requirements of the Condominium Act of the State of Florida, the Developer hereby amends the Declaration as follows:

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1. **Background Facts.** The Background Facts as set forth above are agreed to be true and correct and are incorporated herein by this reference.
2. **Right of First Refusal.** Section 22 (A) of the Declaration is hereby deleted.

3. Animals, Section 24(h). Section 24(h) of the Declaration is hereby deleted in its entirety and replaced with the following:

24. Use Restrictions

“(h) Animals. Unit Owners and their lessees are granted a license to maintain not more than a total of two (2) pets, which must be either dogs or cats. In addition to cats and dogs, fish, birds or other similar animals may be maintained wholly within a Unit. This license may be revoked by the Board and no pet will be permitted on the Condominium Property which creates a nuisance. In no event shall any animal other than cats, dogs, fish, birds or other similar animals be kept in any Unit or Limited Common Element without the prior written consent of the Board, provided that if any such pets become a nuisance, the Board shall have the right to require their removal. The Board of Directors is authorized from time to time to make such rules restricting or permitting pets on the Condominium Property, including, without limitation, the size or weight of such pets and requirements that all animals be leashed. Neither the Board, Developer, nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing in rules and regulations governing pets and any Unit Owner maintaining a pet on the Condominium Property shall indemnify and hold the Association, Developer, each Unit Owner and the Board harmless from any loss, claim or damage arising from or in connection with the maintenance of a pet on the Condominium Property. Commercial activities involving pets shall not be allowed. Owners shall promptly remove and dispose of all waste of the permitted pets.”

4. Effect. Except as specifically amended herein, the Declaration shall remain in full force and effect.

[The remainder of this page was left blank intentionally. Signature page to follow.]

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IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

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COTTAGES AT WINDING CREEK, LTD.,
a Florida limited partnership

By: Cottages at Winding Creek, LLC,
a Florida limited liability company
Its General Partner

By: Vestcor, Inc., a Florida Corporation
Its Manager

Jaime Friedman
Print Name: Jaime Friedman
Kimberly Martin
Print Name: Kimberly Martin

By: *William L. Morgan*
William L. Morgan
Vice President
Address: 3020 Hartley Road, Suite 300
Jacksonville, FL 32257

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 24th day of September, 2009, by William L. Morgan, as Vice President of Vestcor, Inc., a Florida corporation, Manager of Cottages at Winding Creek, LLC, a Florida limited liability company, general partner of Cottages at Winding Creek, Ltd., a Florida limited partnership, acting on behalf of the limited partnership. He ~~is personally known to me~~ or produced as identification.

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Deborah M. Smith
NOTARY PUBLIC
Print Name: DEBORAH M SMITH
Serial Number: MY COMMISSION # DD 845149
My Commission Expires: * EXPIRES: December 22, 2012
Bonded Thru Budget Notary Services