



INSTR 20050467047  
 OR BK 08071 PG 1183 PGS=5  
 MARTHA O. HAYNIE, COMPTROLLER  
 ORANGE COUNTY, FL  
 01/14/2005 03:59:42 PM  
 REC FEE 44.00



INSTR 20030741609  
 OR BK 07246 PG 0971  
 MARTHA O. HAYNIE, COMPTROLLER  
 ORANGE COUNTY, FL  
 12/30/2003 03:38:15 PM  
 REC FEE 19.50

This instrument prepared by and  
 after recording return to:

Lee Stuart Smith, Esquire  
 Holland & Knight LLP  
 200 South Orange Avenue  
 Suite 2600  
 Orlando, Florida 32801

-----{SPACE ABOVE THIS LINE FOR RECORDING DATA}-----

**FOURTH AMENDMENT TO THE MASTER DECLARATION OF  
 COVENANTS, CONDITIONS AND RESTRICTIONS  
 OF VISTA LAKES**

THIS FOURTH AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VISTA LAKES ("Fourth Amendment") is made this 19<sup>th</sup> day of December, 2003, by **TERRABROOK VISTA LAKES, L.P.**, a Delaware limited partnership ("Declarant").

**RECITALS:**

A. Declarant, executed and recorded a certain Master Declaration of Covenants, Conditions and Restrictions for Vista Lakes recorded in Official Records Book 6006, Page 898; First Amendment to the Master Declaration of Covenants, Conditions and Restrictions of Vista Lakes recorded in Official Records Book 6242, Page 5146; Second Amendment to the Master Declaration of Covenants, Conditions and Restrictions of Vista Lakes recorded in Official Records Book 6373, Page 4911 Third Amendment to the Master Declaration of Covenants, Conditions and Restrictions of Vista Lakes recorded in Official Records Book 6415, Page 5855, all of the Public Records of Orange County, Florida (hereinafter referred to as the "Declaration").

B. Article XIX of the Declaration provides that the Declarant may unilaterally change or amend any provision of the Declaration until the termination of the Class "C" Control Period.

C. The Class "C" Control Period is still in effect.

D. Declarant desires to amend the Declaration as more specifically provided for herein.

**DECLARATIONS:**

NOW, THEREFORE, the Declaration is hereby amended, modified and supplemented as follows:

1. The following shall be added to Article II.

"2.125 "Condominium". Shall mean any Unit that is subject to the condominium form of ownership pursuant to Florida Statute 718."

\*\*This document is being re-recorded to add Exhibit "A" which was inadvertently omitted at the time of the original recording.

2.1255 "Condominium Association". Shall mean a corporation not for profit organized for the purpose of exercising the function stated in Condominium governing documents and as further defined in Florida Statute Section 18.103(2) (2003)."

2. Section 3.4(d) is hereby deleted in its entirety and replaced by the following:

"(d) Alienation. No Use Restriction shall prohibit leasing or transfer of any Unit or Rental Property, or require consent of the Association or the Board for leasing or transfer of any Unit or Rental Property. However, the Association or the Board may require minimum lease terms for residential Units. The Association may impose administrative fees on the lease, rental or transfer of any Unit, Rental Property, or dwelling contained in Rental Property, based on the reasonable costs to the Association. The governing documents of any Neighborhood comprised exclusively of Condominium Units, may include reasonable use restrictions applicable to the leasing of Condominium Units, including but not limited to, screening and approval of lessees, screening fees, minimum lease terms, and lease notice requirements."

3. The following paragraph shall be added to Section 5.2:

"Notwithstanding any covenant to the contrary contained in this Declaration, any Neighborhood comprised exclusively of Condominium Units shall be subject to additional recorded covenants, conditions and restrictions governing the respective maintenance, repair and replacement responsibilities of the Condominium Unit Owners and the Condominium Association, including but not limited to, maintenance, repair and replacement of Common Elements (as defined in Florida Statutes Chapter 718) and maintenance and repair of Condominium Property (as defined in Florida Statutes Chapter 718). Pursuant to the recorded Declaration of Condominium, the Condominium Association may also have the authority to purchase all insurance policies on the Condominium Property and to be designated as the named insured individually and as an agent for the Condominium Unit Owners. The recorded Declaration of Condominium may also specify other coverage requirements and the respective insurance coverage obligations of the Condominium Association and the Condominium Unit Owners."

4. Section 6.2(b) is hereby deleted in its entirety and replaced by the following:

"(b) Class "A". Class "A" Members shall be all Owners of residential Units except the Class "C" Member, if any. Class "A" Members shall have one equal vote for each Unit in which they hold the interest required for membership under Section 6.2, except that Owners of Condominium Units shall have one-half vote per Unit. No vote shall be exercised for any property which is exempt from assessment under Section 8.9. All Class "A" votes shall be cast as provided in Section 6.2(e) below.

5. The following sentence is hereby added to Section 10.7:

"Once approval is sought and obtained from the Declarant, or in the event that the Declarant is deemed to have waived any objections as provided for in this Section, such approval shall be no longer required for sales, promotional, and advertising materials; provided, that, such materials are in substantially the same form as originally produced."

6. Exclusive Common Area. The Vista Lakes Amenities Center property described on Exhibit "A" hereto known as the "Amenities Center" is hereby designated as Exclusive Common Area to the following neighborhoods:

- (a) N-1 Pembroke
- (b) N-2 Amhurst
- (c) N-3 Colonie
- (d) N-4 & N-5 Champlain
- (e) N-6 Champlain
- (f) N-7 Melrose
- (g) N-8 Newport
- (h) N-9 Bedford
- (i) N-11 Avon
- (j) N-13 Waverly
- (k) N-15 Carlisle
- (l) N-16 Chelsea
- (m) N-17 Windsor
- (n) Vista Lakes Townhomes


The Owners and tenants of Condominium Units and the Owners and tenants of Rental Property shall not have access to or use of the improvements located on the Amenities Center, provided, further, the Base Assessment levied on Owners of Condominium Units shall not include any costs or expenses incurred or estimated to be incurred in connection with the use, maintenance or repair of the Amenities Center, including but not limited to reserves for capital repairs and replacements and administrative charges.

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

Signed, sealed and delivered  
in the presence of:

**TERRABROOK VISTA LAKES, L.P.**, a  
Delaware limited partnership

By: Terrabrook Vista Lakes GP,  
L.L.C., a Delaware limited  
liability company, its General  
Partner

By:   
Debra R. Dremann, as its  
Assistant Vice President

  
Print Name: Lee Smith

  
Print Name: Kathleen Foley Barry

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2003 by Debra R. Dremann, Assistant Vice President of Terrabrook Vista Lakes GP, L.L.C., a Delaware limited liability company, General Partner for **TERRABROOK VISTA LAKES, L.P.** a Delaware limited partnership. Said person { } is personally known to me or { } has produced \_\_\_\_\_ as identification.

*Kathleen Foley-Barry*  
\_\_\_\_\_  
Signature of Person Taking Acknowledgment

Notary Stamp



Kathleen Foley-Barry  
Commission #DD163002  
Expires: Nov 20, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc

Print Name: \_\_\_\_\_

Title: Notary Public

Serial No. (if any): \_\_\_\_\_

Commission Expires: \_\_\_\_\_

# 1440057\_v2

**EXHIBIT "A"**

LOT 1, VISTA LAKES AMENITIES CENTER, according to the Plat thereof, as recorded in Plat Book 44, Page 82, Public Records of Orange County, Florida.