

FOURTH AMENDMENT TO THE

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

OF

CHELSEA OAKS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

THIS FOURTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHELSEA OAKS is made this 9th day of September, 2009, by Highland Cassidy, LLC, a Florida Limited Liability Corporation whose address is 250 Avenue K, S.W., Winter Haven, Florida 33880 ("Declarant").

HIGHLAND CASSIDY, LLC, a Florida limited liability company. hereinafter called Declarant, is the Developer of a certain tract of real property located in Polk County, Florida, known by official plat designation as CHELSEA OAKS, pursuant to map or plat thereof recorded in Plat Book 134, Page 46, public records of Polk County, Florida. Declarant is the owner in fee simple of greater than ten percent (10%) of the lots in all phases of CHELSEA OAKS.

Pursuant to Article XV, Section 3, of the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CHELSEA OAKS, Declarant hereby makes the following Amendment to the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CHELSEA OAKS, as previously recorded in O.R. Book 6942, pages 980-1027, inclusive, and amended by the FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CHELSEA OAKS, as previously recorded in O.R. Book 7329, pages 1848-1855, and amended by the SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CHELSEA OAKS, as previously recorded in O.R. Book 6849, pages 849-852, inclusive, and amended by the THIRD AMENDMENT TO THE AMENDED AND RESTATE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CHELSEA OAKS, as previously recorded in O.R. Book 08049, pages 0359-0360, inclusive, specifying that the Declarations and this Amendment thereto shall constitute a covenant running with the land, and that this Amendment shall be binding upon the undersigned. These restrictions, during their lifetime, shall be for the benefit of, and limitation upon, all present and future owners of the real property.

- 1. Article VIII(K) is hereby deleted and replaced with the following:

Fourth Amendment to Amended and Restated Declaration of Covenants,
Conditions, and Restrictions of Chelsea Oaks

INSTR # 2010009172
BK 08058 PGS 0424-0426 PG(S) 3
RECORDED 01/20/2010 08:44:34 AM

RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 27.00
RECORDED BY S Wiggins

K. Animals and Pets. No horses, cattle, swine, goats, poultry, fowl or any other animals not commonly considered household pets shall be kept on the Properties. Under no circumstances shall any commercial or business enterprises involving the use, care or treatment of animals be conducted on the Properties without the express prior written consent of the Board.

Owner/Tenant shall: abide by the Agreement Regarding Pet Ownership and Pet Registration, keep the pet leashed when outside the Property and/or in the common areas of the community; not breed or permit breeding of any animals on or about the Property; immediately clean up after the pet; not allow pet to create excessive noise, become a nuisance (as determined by the Association), or disturb any other residents of the community, and/or neighborhood; not chain pets to any fences, gates, support beams, or door knobs. No pet may be left unattended while outside the residence or on balconies or patios.

Notwithstanding anything to the contrary described in the plat or other recorded documents concerning the Property, as a material inducement for the Declarant and its assignees and successors in interest to enter into the various Agreements and obligations set forth herein, each Owner wishing to keep a pet must enter into and execute the Agreement Regarding Pet Ownership and Pet Registration attached hereto as Exhibit D, and by acceptance of a Lot subject to this Declaration shall be deemed to have entered into such agreement whether or not it is executed, which shall be a valid and binding contract, connected with, attached to, and running with the land, between each Owner and other parties thereto, and shall be binding on each Owner as well as their successors and assigns.

Any Owner/Tenant in violation of this section shall be provided written notice of their violation and allowed fifteen (15) days to take corrective measures, which may include removal of the animal. If the Owner/Tenant fails to correct the violations, the

Association shall enforce this section as provided for by this document and Florida Statutes.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand, by its duly authorized managing member, this 8th day of September, 2009.

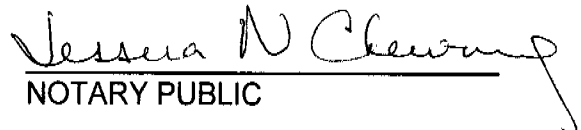
HIGHLAND CASSIDY, LLC

By:

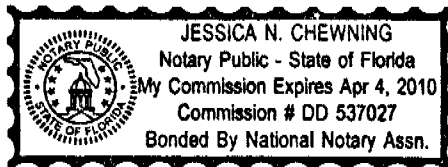

_____, as _____ of
CASSIDY PROPERTIES, INC.,
Managing Member

STATE OF FLORIDA
COUNTY OF POLK

The foregoing FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CHELSEA OAKS was acknowledged before me by Steven L. Cassidy as _____ of CASSIDY PROPERTIES, INC., managing member, this 8th day of September, 2009.



NOTARY PUBLIC



Fourth Amendment to Amended and Restated Declaration of Covenants,
Conditions, and Restrictions of Chelsea Oaks

Page 3 of 3