

# THIS IS NOT A CERTIFIED COPY

RULES AND REGULATIONS

## LAKWOOD RIDGE TOWNHOMES ASSOCIATION, INC.

1. There are two parking spaces assigned to each town home. Each owner or resident is required to park in the numbered spaces located in front of his/her town home. No owner or resident is permitted to park in a space assigned to any other town home. The only exception will be if there is written permission from the owner of the home whose spaces are being utilized. A copy of such written permission must be on file with the Management Company.

Any vehicle which is improperly parking within Lakewood Ridge may be towed immediately, without further notice.

2. Dog Walk areas are posted throughout the community and must be used. Owners must pick up waste left behind by their pets. Violations are subject to fines per Hillsborough County Ordinance 00-26, Section 14.

3. Only two (2) residents per bedroom/per unit are permitted to permanently occupy any town home.

4. Transient occupancy of town homes is not permitted. "Transient occupancy" is defined as short-term rental of a town home for any period less than the seven month limit provided in the Declaration, or one or more guests who stay for less than fourteen days, with guest occupancy occurring more frequently than one time per month.

5. Each visitor/guest is restricted to spending a maximum of 30 calendar days per year. Longer visits require the owner to submit a written request to the Board of Directors (through the management company) for additional time. These requests will be reviewed and approved/disapproved on a case by case basis. Any guest residing in a town home in the absence of the owner(s) is required to complete an Occupant Information Sheet, which is available from the Management Company.

6. Common Areas: The following rules relate to all common areas including the community pool:

- a. Property owners are responsible for the conduct for their tenants and guests on the Common Areas.
- b. Common Areas are for the enjoyment of all residents and shall not be abused or destroyed in any manner. Property owners are responsible for any repair/replacement costs of common area damaged/destroyed by themselves, their children, guests or tenants.

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7. Prior to making any improvements to any Lot, that require Architectural Control Committee approval, the owner of the Lot must be current in all assessments and charges due to the Association.
8. If owners or residents are using the Common Areas for private parties or events, which are not sponsored by the Association, they do so at their own risk. The Association will not be responsible for any injuries which occur during such an event.
9. Any furniture which is placed on a porch outside the interior of any town home is required to be specifically manufactured for outdoor use. Upholstered furniture or other furnishings which are intended for indoor use are not permitted on porches or on any portion of the Lot or Common Area outside of the town home.
10. The Declaration provides that town homes must be used for residential purposes. "Residential purposes" shall include a requirement that each town home is reserved for single family occupancy. A "single family" shall be defined as: one person living alone; or two persons related by blood, marriage or adoption, and their immediate family; or two persons living together as a single housekeeping unit.

**LAKWOOD RIDGE ARCHITECTURAL CONTROL COMMITTEE (ACC  
MEETING)**

**July 17, 2008 AT 506 BROKEN LIMB PL, BRANDON, FL 33510**

**AGENDA – REVIEW FENCE APPLICATION**

**ACC MEMBERS IN ATTENDANCE:**

**JOHN GUNTHER - CHAIRPERSON  
MARCEL RAMOS - SECRETARY  
KASHA THURSTON  
CHRIS MAUCK**

**I Meeting called to order – 7:00 pm**

**II Reading of minutes from meeting held on 07.02.08**

**A. Reading of minutes from prior meeting held on 07/02/08 approved and accepted by all in attendance.**

**III Fence Approval -**

**A. David Conklin and Robert Moreno, residing at 1552 Deer Tree Lane, Brandon, FL 33510 has re-applied for fence approval. Application has been APPROVED. Motion to approve by John Gunther, Kasha Thurston 2<sup>nd</sup> motion. Application signed off by all members in attendance. Approval letter will be sent to COA. This application has been approved with the following conditions:**

- 1) Fence must be white vinyl fencing.**
- 2) Easements of 5 feet must be kept.**
- 3) Fence to be constructed as per his submitted plans.**

**B. Homeowner is solely responsible for the maintenance of the fence and mowing grass within the enclosed property. The ACC shall have no liability or obligation to determine whether such improvements comply with any applicable laws, rules, regulations, codes and ordinances.**

**ALL MEMBERS (EXCEPTION OF LAWRENCE CLIPPER – NOT IN ATTENDANCE) AGREE TO ABOVE**

*Ruyl*

*654-7158*

# **Lakewood Ridge Townhomes Association, Inc.**

c/o McNeil Management Services, Inc.  
P.O. Box 6235, Brandon, FL 33508-6004  
Phone: (813) 571-7100 Fax: (813) 689-2747  
Email: management@mcneilmsi.com

## **Landscaping Guidelines**

**Any application for landscape change(s) requires a \$25.00 application fee. Please make the check payable to Lakewood Ridge Townhomes Association and include your property address on the check.**

NOTE: The \$25.00 application fee will be waived if (1) you only wish to replace original plant material with the same plant material or (2) the only change requested is the addition or change of mulching material.

Mulch: May be red or brown in color. Natural or artificial (rubber).

Applications must include an Architectural Change Request Form **AND** the following substantiating documentation:

- (1) a copy of the contractor's specification sheet showing the details of the alteration (i.e. dimensions, type, color, and style of plants and/or materials used)
- (2) a color photograph/picture of the plants, materials and any statuary elements you wish to install (clearly showing the type of materials of which it is comprised, size, color, style, etc.)
- (3) a copy of your lot survey showing where this proposed alteration lies on your property

Any questions, concerns or need for additional information should be directed to McNeil Management Services, Inc. (813) 571-7100.

This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

Robert L. Tankel, P.A.  
1022 Main Street, Suite D  
Dunedin, Florida 34698

INSTRUMENT#: 2010051433, O BK 19718  
PG 220-222 02/12/2010 at 02:51:14 PM,  
DEPUTY CLERK: LPERTUIS Pat Frank, Clerk  
of the Circuit Court Hillsborough County

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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
LAKEWOOD RIDGE TOWNHOMES ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants, Conditions and Restrictions for Lakewood Ridge Townhomes Association, Inc. as described in Official Records Book 13926, Page 0738-0794, et. seq. of the Public Records of Hillsborough County, Florida, was duly approved in the manner required therein at a Special Member Meeting held on January 20, 2010.

IN WITNESS WHEREOF, we have affixed our hands this 3 day of February, 2010 at Hillsborough County, Florida.

**LAKEWOOD RIDGE TOWNHOMES  
ASSOCIATION, INC.,** a Florida not-for-profit corporation

WITNESSES:

Melissa Combs

Signature of Witness #1

Melissa Combs

Printed Name of Witness #1

Pamela Pinner

Signature of Witness #2

Pamela Pinner

Printed Name of Witness #2

By: Chad Hobbs  
Chad Hobbs, President

Attest: Julie Hirsch  
Julie Hirsch, Secretary

STATE OF FLORIDA )  
 )  
COUNTY OF HILLSBOROUGH )

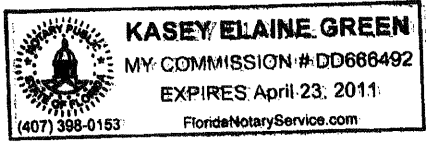
BEFORE ME, the undersigned authority, personally appeared Chad Hobbs and Julie Hirsch, to me known to be the President and Secretary, respectively, of LAKEWOOD RIDGE TOWNHOMES ASSOCIATION, INC., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced \_\_\_\_\_ and \_\_\_\_\_ (type of identification) as identification. If no type of identification is indicated, the above-named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 3 day of February, 2010.

K. Green  
Notary Public

Printed Name: Kasey Green

My commission expires:  
4/23/11



**ADOPTED AMENDMENTS TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF LAKEWOOD RIDGE TOWNHOMES**

1. It is adopted to amend Article VI, Section 6 of the Declaration to read as follows (deletions indicated by ~~strikeout~~; additions indicated by underlining):

**Section 6. Appurtenances.** No porch, deck, patio, fence, screened enclosure, carport of other attached or detached structure (whether free-standing, structural or non-structural and whether in the front, side or rear of a Dwelling), shall be constructed without the approval of the Architectural control committee. No permanent outdoor clothes lines may be installed or maintained on any Lot except that portable rotary type or reel type clothes lines may be permitted in the rear yard only and said clothes lines must be stored when not in use. On corner Lots, such clothes lines shall not be placed within twenty (20) feet of a side street line. No ~~storm doors or screen doors~~ are permitted on the front door of a Dwelling. Each homeowner will have the option of installing a storm door. A choice of three (3) Larson's doors have been selected by the board for consistency throughout the complex. The expense of installation and maintenance of such doors will be the responsibility of each homeowner. No basketball hoops, whether temporary or permanent, including portable hoops, shall be installed on any Lot. No above-ground swimming pools, free-standing storage sheds or outbuildings, screening of front porches or garages, antennas or solar collectors are permitted on any Lot, except as may be permitted by law.

2. It is adopted to amend Article VII, Section 4 of the Declaration to read as follows (deletions indicated by ~~strikeout~~; additions indicated by underlining):

**Section 4. Amendment.** This Declaration may be amended by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by Members entitled to cast ~~two-thirds (2/3)~~ a majority (50% plus one) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened. Any amendment, to be effective, must be recorded. Notwithstanding anything herein to the contrary, so long as the Declarant shall own any Lot or have the right to subject additional properties to this Declaration, no amendment shall diminish, discontinue, or in any way adversely affect the rights of the Declarant under this Declaration.

This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

Robert L. Tankel, P.A.  
1022 Main Street, Suite D  
Dunedin, Florida 34698

INSTRUMENT#: 2010164254, O BK 19873  
PG 531-534 05/17/2010 at 02:09:21 PM,  
DEPUTY CLERK: DLEDUC Pat Frank, Clerk of  
the Circuit Court Hillsborough County

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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
FOR  
LAKEWOOD RIDGE TOWNHOMES ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium for Lakewood Ridge Townhomes Association, Inc. as described in Official Records Book 13926, Page 0738, et. seq. of the Public Records of Hillsborough County, Florida, was duly approved in the manner required therein at a meeting of the Members held on April 20, 2010.

IN WITNESS WHEREOF, we have affixed our hands this 29 day of April, 2010 at Hillsborough County, Florida.

LAKEWOOD RIDGE TOWNHOMES  
ASSOCIATION, INC., a Florida  
not-for-profit corporation

WITNESSES:

  
Signature of Witness #1

Pamela Pinner  
Printed Name of Witness #1

  
Signature of Witness #2

Douglas Pinner  
Printed Name of Witness #2

By:  , President  
Chad Hobbs, President

Attest:  Secretary  
Julie Hirsch, Secretary



STATE OF FLORIDA )  
 )  
COUNTY OF HILLSBOROUGH )

BEFORE ME, the undersigned authority, personally appeared Chad Hobbs and Julie Hirsch, to me known to be the President and Secretary, respectively, of LAKEWOOD RIDGE TOWNHOMES ASSOCIATION, INC., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced \_\_\_\_\_ and \_\_\_\_\_ (type of identification) as identification. If no type of identification is indicated, the above-named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 29 day of April, 2010.



K. Green  
Notary Public  
Printed Name: Kasey Green

My commission expires:  
4/23/11

**PROPOSED AMENDMENTS TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF LAKEWOOD RIDGE TOWNHOMES**

It is proposed to amend Article II, Section 7(a) of the Declaration to read as follows (deletions indicated by ~~strikeout~~; additions indicated by underlining):

**Section 7. Maintenance.**

(a) **Responsibility of Association.** The Association shall provide maintenance upon each Lot and each Lot is subject to an assessment for such maintenance, as the case may be, as follows:

(i) the exclusive right to conduct exterior maintenance including but not limited to the repair, replacement, mowing, edging, weeding, fertilizing and maintenance of front yards, rear yards and side yards of Lots, trees, shrubs, landscaped areas including sidewalks, fences, and other exterior improvements in the common area installed by Declarant, and their replacements;

(ii) require Owners to be responsible for repair of exterior building surfaces including, but not limited to, roofs, and siding. The Association shall be responsible for replacement of said items when necessary. In the event an Owner fails to repair the exterior portion of the property as called for herein, the provisions of subparagraph (d) below shall apply; ~~(ii) the exclusive right to painting and repair of exterior building surfaces, roofs, siding, downspouts, and gutters, which must be conducted as scheduled by the Architectural Committee;~~

(iii) repair, replacement, and maintenance of the utility easements located outside of the rear yard;

(iv) the right to maintain irrigation systems in the yards on individual Lots and within the Common Areas;

(v) maintaining, replacing and pressure washing lead walks, driveways and exterior building surfaces. The Association's duty of exterior maintenance does not include: glass surfaces; replacement of exterior doors or any trees, shrubs, lawns or landscaped areas within the patio or fully enclosed entry area including the enclosed rear patios or fenced areas of Lots. The Association also is not responsible for any maintenance, repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty; and each Owner will promptly correct any and all such casualty damage to such Owner's Lot within a reasonable time as specified below. Where it is stated herein that the Association has "exclusive control," it means the Owners of Lots shall not be required, or entitled, to conduct such activities except as set out in this Section, it being the intent of the Association to control such activities for purpose of maintaining uniformity within the Property.

It is proposed to amend Article II, Section 7(b) of the Declaration to read as follows (deletions indicated by ~~strikeout~~; additions indicated by underlining):

**Section 7. Maintenance.**

(b) **Responsibility of Owner.** The Owner shall provide exterior maintenance as follows, the cost for which each Owner shall be individually responsible:

(i) repair or replacement of all glass surfaces on his/her Lot;

(ii) replacement of exterior doors;

(iii) replacement of any trees, shrubs, lawns or landscape areas within a fully enclosed yard, patio, or entry area including the rear patios or fenced areas of an owner's respective Lot;

(iv) maintenance, repair, or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty damage within the Lot of an Owner; and

(v) repair or replace any property whether upon such Owner's Lot or any other Lot, or the Common Area, which repair or replacement is required because of any gross negligence or the willful act of such Owner or any member of such owner's family or household, any invitee of such Owner. Each Owner is responsible for repair of any exterior damage caused by the Homeowner, which may have been caused by an accident or misuse. Each owner is responsible for small cosmetic chips or cracks that occur to the building surfaces as well as minor roof leaks. The Association shall continue to be responsible for the scheduled painting or replacement of siding, the scheduled painting of exterior building surfaces and the scheduled replacement of the roofs. Each Owner is responsible for maintenance, repair, and painting of gutters and downspouts. Gutters and downspouts may be added by an Owner provided that said Owner follows the requirements of Article V hereof. The Architectural Control Committee shall promulgate guidelines, materials, colors and composition of gutters and downspouts prior to approving installation of such features; and

(vi) maintenance of all exterior water spigots.

- (c) **Insurance on Lots.** Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the dwelling unit located thereon in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against: (i) loss or damage by fire, hurricane, tornado, wind-storm, and other hazards covered by a standard extended coverage endorsement, and; (ii) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land including but not limited to vandalism and malicious mischief.

The Owner shall furnish proof of such insurance to the Association at the time of purchase of a Lot and shall furnish proof of renewal of such insurance on each anniversary date thereof. If an owner shall fail to provide such insurance the Association may, but shall not be required to, obtain such insurance and shall assess the owner for the cost of same in accordance as a specific assessment as defined herein.

- (d) **Failure of Owner to Repair.** The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Owner of any Lot under the following circumstances: (i) such Owner does not maintain in a reasonable condition any lawn or landscaped area on such Owner's Lot that the Association is not required to maintain; or (ii) such Owner does not when reasonably necessary replace any glass surfaces or exterior doors on such Owner's Lot; or (iii) any maintenance, repair or replacement, whether upon such Owner's Lot, or any other Lot or Common Area, is required because of any willful act of such Owner or any member of such Owner's family or household or any invitee of such Owner; or (iv) any Owner fails promptly to repair or replace, as the case may be, any casualty damage to such Owner's Lot; and (v) such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence of the forgoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than sixty-seven percent (67%) of the full Board may undertake such maintenance, replacement or repairs and may assess by specific assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Lot in the manner provided by this Declaration.

## Standard Set For Storm Door for Lakewood Ridge Townhomes

### Design standard:

- a. Larson Storm Doors Tradewinds Model
- b. Tradewinds Models include: Clear Fullview, Clear Midview and Clear Fullview with Keyless Entry System.
- c. White aluminum frame design
- d. Brass or brushed nickel handles
- e. Homeowner is solely responsible for maintenance and upkeep.
- f. Prior approval required from ACC.
- g. \$25.00 application fee waived.
- h. Joshua Armenteros at Lowe's on Causeway Blvd has agreed to give Lakewood Ridge Residents a 20% discount on the approved doors.

# LAKEWOOD RIDGE TOWNHOMES ASSOCIATION, INC.

## PARKING AND TOWING POLICY

In an effort to improve the safety in our community and safeguard the appearance of our community, the Lakewood Ridge Townhomes Association Board of Directors has made arrangements with Express Towing and Recovery to implement the towing policy described below. Please be aware that the following parking rules and towing policies have been derived from and/or in accordance with the language in your Declaration of Covenants, Conditions, and Restrictions. Please refer to Article VI, Section 7 Storage of Vehicles, Water Craft, Machinery or Equipment.

This new Towing Policy will be implemented as of January 1, 2012. Those vehicles found to be in violation of community rules beyond that date will be subject to immediate towing at the owner's expense.

The Board of Directors has adopted the following rules and policies:

### Parking Rules

- Parking is only allowed within paved and designated parking spaces.
- Reserved parking spaces may only be used by the unit for which they are reserved.
- Stripped, unsightly, offensive, wrecked, or dismantled vehicles are not permitted.
- Vehicles must be currently licensed and registered with up to date registration stickers visible.
- Commercial vehicles, including vehicles containing racks or tool storage units (excluding low profile units installed parallel to and immediately behind the cab), and vehicles displaying commercial signage are not permitted.
- Any inoperable or abandon vehicles that are in violation of the Declarations are not permitted.
- Parking vehicles partially or wholly on the grass is not permitted.
- Parking vehicles on the right of way is not permitted.
- Double parking (parking perpendicular behind parking spaces) is not permitted.

### Towing Policy

Vehicles found by the Association to be in violation of the Parking Rules or the Declaration of Covenants will be subject to immediate towing at the owner's expense. Owners of towed vehicles will be solely responsible for retrieval of said vehicle.

Adopted by the Board this 6<sup>th</sup> day of December 2011 at a duly called meeting at which a quorum of the Board was present.

THIS IS NOT A CERTIFIED COPY

This Instrument Prepared by and Return to:

Address: Robert L. Tankel, Esquire  
Robert L. Tankel, P.A.  
1022 Main Street, Suite D  
Dunedin, Florida 34698

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SPACE ABOVE THIS LINE FOR RECORDING DATA

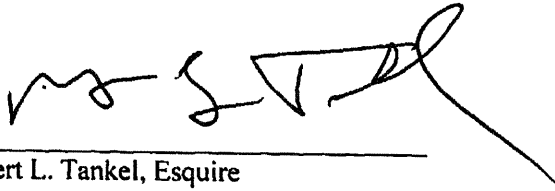
**AFFIDAVIT OF SCRIVENER'S ERROR**

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

BEFORE ME, the undersigned notary, appeared Robert L. Tankel ("Affiant"), who, being duly sworn hereby deposes and states as follows:

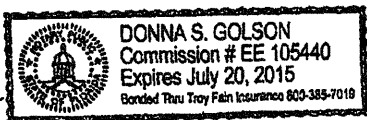
1. I am over the age of eighteen (18) and competent to make this affidavit.
2. I am an attorney at law licensed to practice in the State of Florida.
3. On or about April 29, 2010, I prepared an instrument that read "Certificate of Amendment to the Declaration of Condominium For Lakewood Ridge Townhomes Association, Inc." recorded on May 17, 2010, at O.R. Book 19873, Pages 531-534 of the Official Records of Hillsborough County, Florida, it should have read "Certificate of Amendment to the Declaration of Covenants, Conditions, and Restrictions of Lakewood Ridge Townhomes.".
4. We here by certify that the instrument "Certificate of Amendment to the Declaration of Condominium For Lakewood Ridge Townhomes Association, Inc." recorded on May 17, 2010, at O.R. Book 19873, Pages 531-534 of the Official Records of Hillsborough County, Florida, should have read "Certificate of Amendment to the Declaration of Covenants, Conditions, and Restrictions of Lakewood Ridge Townhomes.".

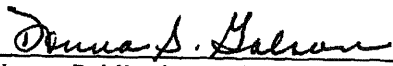
FURTHER AFFIANT SAYETH NOT.

  
Robert L. Tankel, Esquire

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of January, 2013, by Robert L. Tankel, who is personally known to me.

(SEAL)



  
Notary Public, State of Florida

Print name: DONNA S. GOLSON

My commission expires: