

This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

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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 29, 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

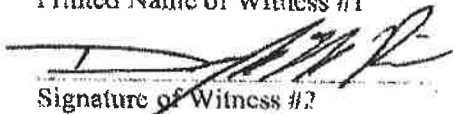
WITNESSES:



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.