

Prepared by and Return to:
Daniel F. Pilka, Esquire
Pilka & Associates, P.A.
213 Providence Road
Brandon, Florida 33511
(813) 653-3800

**FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF LAKEWOOD RIDGE TOWNHOMES**

The Fifth Amendment to the Declaration of Covenants, Conditions, and Restrictions of Lakewood Ridge Townhomes ("Second Amendment") is made by Lakewood Ridge Townhomes Association, Inc., a Florida corporation not-for-profit (the "Association").

RECITALS

A. The Declaration of Covenants, Conditions, and Restrictions of Lakewood Ridge Townhomes was recorded in Official Records Book 13926, pages 738 through 794, Public Records of Hillsborough County, Florida (the "Declaration") as amended by the Amendment to the Declaration of Covenants, Conditions, and Restrictions of Lakewood Ridge Townhomes, recorded in Official Records Book 14728, pages 1928 through 1929, Public Records of Hillsborough County, Florida (the "First Amendment"), the Second Amendment to the Declaration of Covenants, Conditions, and Restrictions of Lakewood Ridge Townhomes, recorded in Official Records Book 14760, pages 1745 through 1746, Public Records of Hillsborough County, Florida (the "Second Amendment"), the Corrective Amendment to the Declaration of Covenants, Conditions and Restrictions for Lakewood Ridge Townhomes, recorded in Official Records Book 18943, pages 522 through 524, Public Records of Hillsborough County, Florida (the "Corrective Amendment"), the Amendment to the Declaration of Covenants, Conditions and Restrictions for Lakewood Ridge Townhomes Association, Inc., recorded in Official Records Book 19718, pages 220 through 222, Public Records of Hillsborough County, Florida (the "Third Amendment"), the Amendment to the Declaration of Condominium for Lakewood Ridge Townhomes Association, Inc., recorded in Official Records Book 19873, pages 531 through 534, Public Records of Hillsborough County, Florida (the "Fourth Amendment"), and any other amendments to the Declaration (hereinafter to be collectively referred to as the "Declaration").

B. Pursuant to Article VII, General Provisions, Section 4, Amendment, of the Declaration, the Association has the right to amend the Declaration by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by the Members entitled to cast 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.

C. The Certificate of Amendment attached hereto as Schedule 1 certifies that the Association received approval for the Fifth Amendment in accordance with Article VII, General Provisions, Section 4, Amendment, of the Declaration.

D. The members of the Association desire to modify the Declaration as set forth below.

NOW THEREFORE, the members of the Association hereby amend the Declaration as set forth herein.

Words in the text which are lined through (-) indicate deletion from the present text; words in the text which are double-dash underlined (==) indicate additions to the present text.

The foregoing recitals are true and correct and are incorporated into and form a part of the Fifth Amendment. All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration.

In the event that there is a conflict between this Fifth Amendment and the Declaration, this Fifth Amendment shall control. Whenever possible, the Fifth Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

ARTICLE II is hereby amended as follows:

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 the scheduled painting or replacement of siding and the scheduled painting or replacement of said items, except for roofing systems, 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;

(iii) repair, replacement, and maintenance of the utility easements located outside the read 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; the maintenance, repair or replacement of any roofing systems or portions thereof, 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.

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) maintenance, repair or replacement of all glass surfaces on his/her Lot;

(ii) maintenance, repair or replacement of exterior doors;

(iii) maintenance, repair or 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 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) maintenance, repair or replace replacement of 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 owner's family or household, or any invitee of such Owner.

(vi) Each Owner is responsible for repair of any exterior damage caused by the Homeowner Owner or any member of such Owner's family or household, or any invitee of such Owner, which may have been caused by an accident or misuse.

(vii) 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 the maintenance, repair and replacement of the roofing systems, including the painting of the gutters and downspouts. Gutters and downspouts may be added by an Owner provided that such 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) (ix) maintenance, repair or replacement of all exterior water spigots on the Owner's Lot.

(x) maintenance, repair or replacement of the roofing systems.

(xi) maintenance, repair or replacement of roofs on the Owner's Lot.

ARTICLE IV is hereby amended as follows:

Section 14. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish provided, however, that in no event shall the Association have the power to establish a rate of interest in violation of the law of the State of Florida. ~~The Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property.~~ If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board) may be levied in addition to any interest charged as provided for herein. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien or its priority. ~~No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or Recreation Facility or abandonment of his Lot. There shall be added to the Assessment all costs expended in preserving the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or Recreation Facility or by abandonment of a Lot. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, then to interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent Assessment(s) first due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.~~

Section 15. Subordination of the Lien to Mortgages. ~~The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect an Assessment lien, except the sale or transfer of any Lot pursuant to the foreclosure of a first Mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to~~

~~such sale or transfer, without prejudice however, to the Association's right to collect such amounts from the Owner personally liable for their payment. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article, and such encumbrancer then will subrogate to all rights of the Association with respect to such lien, including priority, to the extent of such payment~~

Section 15. Subordination of Assessment Lien to Mortgages. The lien for Assessments shall not be subordinate to any mortgage including a bona fide first mortgage held by a Lender on any lot, even when the mortgage is recorded in the public records prior to the Claim of Lien. For purpose of priority, the date of the filing of the Declaration of Covenants, Conditions, and Restrictions for Lakewood Ridge Townhomes shall be deemed the date of the filing of any lien pursuant to this section. The lien for Assessments shall not be affected by any sale or transfer of the lot, except in the event of sale or transfer by deed in lieu or pursuant to a foreclosure of a bona fide first mortgage, in which event, the mortgagee shall be liable for the unpaid Assessments which became due during the twelve (12) month period immediately proceeding the acquisition of the title or one percent (1%) of the original mortgage debt, whichever is less. However, any remaining unpaid Assessments for which such mortgagee is not liable may be assessed and reallocated to the subsequent owner who receives title from such mortgagee. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments for the payment thereof, or enforcement of collections by means other than foreclosure. A Lender shall give written notice to the Association if the mortgage held by such Lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods applicable to the Owner. In the event the Association makes such payment on behalf of the Owner, the Association shall, in addition to all rights reserved herein, be subrogated to all other rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to the Assessments payable by such Owner with appropriate interest.

~~Section 18. Utility Assessments. The Developer of Lakewood Townhomes does hereby certify this project does not meet the requirements established by the Florida Department of Environmental Protection for classification as a regulated consecutive public water system. The developer acknowledges that this project is a townhouse project, the owners of each unit will individually own the property immediately adjacent to their respective unit, that water for the entire townhouse complex will be purchased from a public utility, and that the public utility will determine water usage for the~~

~~entire townhouse development by way of master meter. The developer declares that the individual units will not be sub-metered. The developer further declares that the undivided share of ownership of the common elements of the project will be based upon an equal fractional basis thus making the fractional share of liability for common expenses of the project also based on the same fractional basis. The bylaws and/or Declaration of the homeowner's association shall reflect this method for collecting from the unit owners their share of common expenses. The developer certifies that the unit owners will not receive an individual water bill, an itemized bill covering all fees that breaks out the water usage as a separate item or that there will be any other method for prorating the costs of the water to the units.~~

~~Water and wastewater fees are the largest part of the Association's annual budget. When unit owners are in default in the payment of their annual assessment installments, the Association may then not be capable of making a timely payment of its water and wastewater fee obligation to the public utility, this risking the termination of water service to the entire development. To encourage unit owners to make timely payment of their annual assessment installments, and to provide a prompt remedy to the Association in the event of a unit owner default, in addition to the other remedies specified in this Article, after ten days notice, the Association may physically terminate water service for failure of the Owner to timely pay any assessment.~~

The Association may choose to have the subdivision metered for water and wastewater utilities as a whole and either individually meter individual residents for water or wastewater usage or divide the master charges pro rata among the number of Lots. If so, the Association shall bill each owner monthly for such services, which shall be a specific assessment as provided above. The assessment for water and wastewater charges shall include an amount for the cost of billing and for the cost of meter reading. In addition to other remedies specified in this Article, after ten (10) days notice, the Association may physically terminate water service for failure of the owner to timely pay such assessment.

The DEP or their assignee or successor have been notified of this Amendment.

Section 19. Individual Special Assessments. In addition to the annual assessments authorized above, the Association may levy an individual assessment against any individual Lot to recover any charges or losses incurred by the Association as a result of the actions or inactions of a particular Owner, resulting from an individual Owner's failure to comply with the terms of this Declaration and the Association's governing documents.

Individual assessments shall be payable in such manner and at such time as determined by the Board. Individual assessments shall be subject to all the provisions of this Article, including interest and lien provisions.

The Declaration as amended is hereby incorporated by reference as if fully set forth herein and except as specifically amended herein above, it is hereby ratified and confirmed in its entirety.

This Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Hillsborough County, Florida.

IN WITNESS WHEREOF, the Association has caused this Fifth Amendment to be executed by its duly authorized representative as on this _____ day of _____, 2020.

WITNESS

Lakewood Ridge Townhomes
HOMEOWNERS ASSOCIATION, INC., a
Florida not-for-profit corporation

Print name: _____

WITNESS

By: _____
Its President

Print name: _____

Print name: _____

Attested by: _____
Its Secretary

Print name: _____

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

BEFORE ME personally appeared _____ and _____, respectively as President and Secretary of the Lakewood Ridge Townhomes Association, Inc., a Florida not-for-profit corporation, who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this _____ day of _____, 2020.

Notary Public, State of Florida

Print, Type or Stamp Name of Notary

Personally known to me, or

Produced identification

Type of identification produced:
