



# LAKEWOOD RIDGE TOWNHOMES

## Important Information

### [Abstract](#)

The following is for informational purposes only to assist you in familiarizing yourself with the community. For questions and further information, please contact the Association Management Company. Association Policies are subject to review and updating periodically. It is your responsibility to make sure you are aware of any changes.

# LAKEWOOD RIDGE TOWNHOMES

- I.     **IMPORTANT HOA FORMS** – Submit all forms to the Management Company
  - A.     Required Owner Acknowledgement
  - B.     Occupant Information Sheet
  - C.     Gate Remote Request Form
  - D.     Parking Hangtag Request Form (for visitor parking spots)
  - E.     Pool Keycard Request Form
  - F.     Pet Registration Form
  - G.     THINK Water Billing and EFT Form (account must be in Owner's name)
  - H.     Mandatory Insurance Requirements
  - I.     Lease Requirements Form
  - J.     Emergency Contact Form
  
- II.    **ARCHITECTURAL CHANGE REQUEST FORM AND ARCHITECTURAL STANDARDS** – Submit all requests to the Management Company
  - A.     Architectural Change Request Form
  - B.     Standard for Edging
  - C.     Standard for Fence
  - D.     Standard for Gutters
  - E.     Standard for Plant Material
  - F.     Standard for Roofs
  - G.     Standard for Screened Lanai
  - H.     Standard for Storm Doors
  - I.     Standard for Water Softeners
  
- III.   **GOVERNING DOCUMENTS**
  - A.     Articles of Incorporation
  - B.     Declaration of Covenants, Conditions, Restrictions
    - 1.     Declaration
    - 2.     Amendments



C. Bylaws

1. Bylaws (original)
2. Amended and Restated Bylaws

D. Rules and Regulations

1. Rules and Regulations
2. Notice Regarding Existence of Rules and Guidelines for Lakewood Ridge Townhomes Association, Inc.
3. Membership Meeting Rules
4. Parking/Towing Policy
5. Pet Registration Policy
6. Pool Rules

IV. OTHER

1. Management Company – See Management Company Contact Sheet
2. Community Website – See Management Company Contact Sheet
3. Mailboxes – See Mailbox Information Sheet
4. Dog Park – Located at the Back Entrance of the Community, Dog Waste Stations located throughout the Community
5. Water Submeter Homeowner Assessment – See THINK Water Billing and EFT Forms AND Water Meter Townhome Account Information
6. Trash/Dumpsters – See Trash Disposal Guidelines
7. Towing Company – See Association website for contact information

# I. IMPORTANT HOA FORMS

# LAKEWOOD RIDGE TOWNHOMES ASSOCIATION

## MANDATORY Owner Information / Residential Property Manager Authorization and Required Acknowledgement

To best serve you as managing agent for your Homeowners Association, we need to know if you plan to rent or lease your property. Please complete the requested information on this form, then sign and **return it to the Association Management Company**.

Property Address: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Mailing Address of Record: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**ACKNOWLEDGEMENT** I understand that my Homeowners Association will maintain ONLY one (1) official Mailing Address of Record for my homeowner account as Owner of Record, as I have indicated above. I also understand that ALL Assessment and Collection information specifically, will be mailed ONLY to my Mailing Address of Record regardless of my having retained the services of a property manager or property management company. Further, I will ensure that my tenants receive and understand their responsibilities in the Community's Governing Documents and Rules and Regulations relating to the community (including but not limited to pool, parking, pets, and dumpsters). I understand that I as Owner of Record will be held personally and financially responsible for damage and costs and fees incurred by the community as a result of my tenant or tenant's visitors. **If I intend for ALL correspondence related to my property to be directed to my property manager (including assessment related information), I understand that I must use my property manager's mailing address as my Mailing Address of Record shown above and have indicated my desire accordingly on the lines above.**

\_\_\_\_ **NO, I DO NOT PLAN TO LEASE or RENT THIS PROPERTY.** If I am not already residing in this home, I anticipate moving in to this residence on \_\_\_\_\_

\_\_\_\_ **YES, I PLAN TO LEASE or RENT MY PROPERTY:**

\_\_\_\_ I will self-manage this property.

OR

\_\_\_\_ I have retained the services of the professional property manager indicated below and I understand that no official notifications of any kind will be provided to my manager unless/until I have specified their mailing address as my Mailing Address of Record at the top of this form.

**Property Manager Company Name:** \_\_\_\_\_

**Manager Name & Phone Number(s):** \_\_\_\_\_

**Manager Email Address:** \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# LAKEWOOD RIDGE TOWNHOMES

## OCCUPANT INFORMATION SHEET

**PROPERTY ADDRESS:** \_\_\_\_\_, Brandon, FL 33510

Contact Information:

Provide Contact Name(s) for this address:

\_\_\_\_\_

Name(s)

Provide Contact Telephone Number(s) for this address:

\_\_\_\_\_

Telephone Number(s)

How many people will reside at this address : \_\_\_\_\_

List **ALL** occupants below including their legal name, relationship and age.

| COMPLETE <u>LEGAL</u> NAME | RELATIONSHIP | AGE |
|----------------------------|--------------|-----|
|                            |              |     |
|                            |              |     |
|                            |              |     |
|                            |              |     |
|                            |              |     |

List **ALL** vehicles registered to this address:

| AUTO # | Owned/ Leased | Make | Model | Year | License Plate # |
|--------|---------------|------|-------|------|-----------------|
| 1      |               |      |       |      |                 |
| 2      |               |      |       |      |                 |
| 3      |               |      |       |      |                 |

### NO MORE THAN 2 PETS ARE ALLOWED PER TOWNHOME

**Type/Number of Pets:** Dog ( ) Cat ( ) Other (SPECIFY TYPE): \_\_\_\_\_ Neutered/Spayed: Yes ( ) No ( )

Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_

Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_

Pet Names: \_\_\_\_\_ / \_\_\_\_\_

License Numbers: \_\_\_\_\_ / \_\_\_\_\_ Expiration Dates: \_\_\_\_\_ / \_\_\_\_\_

Owner(s)/Lessee(s) acknowledge receipt of all Association documents including the bylaws and rules and regulations and have read, understood, and agree to abide by all the conditions and terms therein and all rules and regulations enacted hereafter officially by the Association.

I represent that the information contained in this document is true and complete to the best of my knowledge, that the Association will rely on information in this document, and that I have a continuing obligation to amend and/or supplement this information should it change at any time either before or during my tenancy. This document will be incorporated by reference as a part of my lease agreement, and any false statement will be grounds for immediate termination of tenancy.

APPLICANT(S)

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER(S)

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Referenced documents are available at the website OR the address listed below.

**Return this completed form to the Association Management Company**

# LAKEWOOD RIDGE TOWNHOMES ASSOCIATION

## Gate Remote Request Form

**Cost is \$35 per Remote**

Please complete this application and send it along with a check or money order in the appropriate amount made payable to **Lakewood Ridge Townhomes Association** to the Association Management Company.

Property Address: \_\_\_\_\_ Brandon, FL 33510

\_\_\_\_\_  
Print Owner's Name

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Print Renter's Name

\_\_\_\_\_  
Renter's Signature

Address to mail clicker to (if different than the above): \_\_\_\_\_

\_\_\_\_\_

Below For Office Use Only

\_\_\_\_\_  
Date Mailed

\_\_\_\_\_  
Mailed By

Parking Permit Hangtags MUST BE DISPLAYED ON THE REARVIEW MIRROR WITH THE NUMBERS VISIBLE THROUGH THE WINDSHIELD <<<>>> Otherwise, you may be towed at your own expense!

## LAKEWOOD RIDGE TOWNHOMES ASSOCIATION

### PARKING REGISTRATION AND HANGTAG REQUEST FORM

Parking Hangtags are not required in front of your own townhome but must be used if parked in Visitor/Guest parking spots. If you expect a guest, it is suggested that you park in a Visitor spot with your hangtag and allow your guest to park in yours. Initial hangtag is free, but re-issue will cost \$25. No more than 2 hangtags will be issued per townhome. This does not mean parking will be available. There are very few Visitor/Guest spaces and they cannot be used for long-term parking (you will be towed). **Please complete the following information completely and submit it to the Association Management Company.**

#### TOWNHOME INFORMATION

UNIT ADDRESS: \_\_\_\_\_

OWNER: \_\_\_\_\_ : \_\_\_\_\_ PHONE: \_\_\_\_\_

OWNER ADDRESS (IF NON-RESIDENT): \_\_\_\_\_

#### VEHICLE INFORMATION

VEHICLE 1

VEHICLE 2

MAKE & MODEL: \_\_\_\_\_

COLOR: \_\_\_\_\_

YEAR: \_\_\_\_\_

TAG: \_\_\_\_\_

#### PARKING HANGTAG INFORMATION

(This Section for Office Use Only)

VEHICLE 1

VEHICLE 2

HANGTAG NUMBER: \_\_\_\_\_

RE-ISSUE: NUMBER \_\_\_\_\_ \$25 FEE PAID: ☐ NUMBER \_\_\_\_\_ \$25 FEE PAID: ☐

#### ACKNOWLEDGEMENT

PRINTED

PRINTED

OWNER/LEASEE NAME(S): \_\_\_\_\_

SIGNATURE(S): \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED

PRINTED

# LAKEWOOD RIDGE TOWNHOMES ASSOCIATION

## Pool Keycard Request Form

**Cost is \$25 per Card**

Please complete this application and send it along with a check or money order in the appropriate amount made payable to **Lakewood Ridge Townhomes Association** to the Association Management Company.

Property Address: \_\_\_\_\_ Brandon, FL 33510

\_\_\_\_\_  
Print Owner's Name

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Print Renter's Name

\_\_\_\_\_  
Renter's Signature

Address to mail clicker to (if different than the above):

\_\_\_\_\_

Below For Office Use Only

\_\_\_\_\_  
Date Mailed

\_\_\_\_\_  
Mailed by



## PET POLICY

Lakewood Ridge Townhomes enforces their pet restrictions as per the Governing Documents and Rules and Regulations, which may be amended from time to time - in addition to the Hillsborough County Municipal Ordinances regarding animals. A copy of Commonly Cited Hillsborough County Animal Ordinances and their **Fines for Violations** is attached hereto for reference. In addition to Hillsborough County Ordinance remedies, the Association may pursue in law or in equity for the recovery of damages, or for injunction relief, or both per our Governing Documents and applicable law in the event of a violation or breach, or threatened violation or breach.

**NO MORE THAN 2 PETS per unit**, no breeding of animals

Pets must be immunized and registered with Hillsborough County

You MUST PICK UP YOUR PET'S waste and dispose of it properly

You are required to keep control of your pet at all times

You must make sure your pet does not disturb other Owners/Occupants

**Item 2 of our Rules and Regulations states:** *"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."*

**ARTICLE VI, Section 4 of our Governing Documents states:** *"Animals. No animals, livestock, or poultry may be raised, bred or kept anywhere within the Property, except that no more than two (in the aggregate) dogs, cats or other conventional household pets may be kept upon any Lot so long as they are not kept, bred or maintained for any commercial purpose. Each Owner shall have the responsibility to clean up the waste produced by his or her pet immediately. No pet shall be permitted to run at large outside a Lot. Each Owner and Occupant shall insure that his pet shall not disturb other Owners and Occupants with excessive or repetitive noise. All pets outside a Dwelling shall be properly leashed or shall be kept within an approved fence, shall be otherwise controlled in whatever manner is most practical on or off a Lot, and shall be subject to all applicable local ordinances existing from time to time. No outside animal pen, cage or shelter shall be constructed or permitted."*

Resident(s): \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Type/Number of Pets: Dog (     ) Cat (     ) Other: (     ) \_\_\_\_\_

Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_

Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_

Neutered/Spayed: Yes (     ) No (     )                      Neutered/Spayed: Yes (     ) No (     )

Pet Names: \_\_\_\_\_/\_\_\_\_\_

License Numbers: \_\_\_\_\_/\_\_\_\_\_ Expiration Dates: \_\_\_\_\_/\_\_\_\_\_

**Please return form to the Association Management Company**

# Commonly-Cited Hillsborough County Animal Ordinances

## Animal Waste Removal Ordinance

### [Animal-Waste-Removal Ordinance – Article II Sec. 6-32](#)

Any feces deposited by a dog, an owned cat, or pet pig on public property, public walks, recreation areas or the private property of others must be immediately removed by the person who has custody or control of the animal unless otherwise authorized by the property owner.

(Ord. No. 00-26, § 14, 1-1-2001; Ord. No. 13-33, § 5, 12-19-2013)

**What it means:** If cited for failure to remove animal feces, the fines are **at least \$100 and up to \$500 for multiple violations**.

## Animal-at-Large Ordinance

[Animal-at-Large Ordinance – Article II Sec. 6-28](#): “No dog or cat shall be allowed to stray, run or go, at large upon any public property or street, sidewalk, park, or on the private property of another without the consent of the property owner.”

**What it means:** A pet can't be off its own property running freely. If off its property, a pet should always be on a leash no longer than 6 feet and under control by its owner. If cited for an animal-at-large, the fines are **at least \$100 and up to \$500 for multiple violations**.

## Failure to License/Vaccinate

[Dog, Cat, and Ferret Vaccination Ordinance – Article II Sec. 6-21](#): “All dogs, cats, and ferrets that are four months of age or older must be vaccinated for rabies in accordance with F.S. Section 828.30, as may be amended and owned dogs, cats, and ferrets shall be vaccinated annually for rabies.”

**What it means:** All pets that are older than four months need to be up to date with their rabies vaccinations, either every year or every three years depending on the vaccine. Follow up with your vet and make sure your vaccinations are up to date. If cited for a failure to vaccinate, the fines are **at least \$100 and up to \$500 for multiple violations**.

[Dog, Cat, and Ferret Registration and License Ordinances – Article II Sec. 6-22](#): “All dogs, cats, and ferrets that are four months of age or older must be registered with the Department. The length of time that such registration will remain valid shall be based upon the type of license purchased, but shall not exceed the expiration of the animal's rabies vaccination.

**What it means:** All pets that are older than four months need to have a registration tag that is renewed regularly, either every year or every three years depending on your rabies vaccine. Proof of a rabies vaccination, either one or three year version, is required in order to get a tag for your pet. Tags can be purchased through [Hillsborough County Pet Resource Center](#) or with your veterinarian. If cited for a failure to license, the fines are **at least \$100 and up to \$500 for multiple violations**.

## Vicious Animals and Aggressive Dog

[Vicious Animals and Aggressive Dogs Ordinance – Article II Sec. 6-27](#): “No person shall allow a companion animal, when unprovoked, to bite, attack, endanger, or inflict injury on a human, domestic animal, or livestock while on public or private property; or chase or approach an individual upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack.

Violations of this section may constitute proof of "prior knowledge of a dog's dangerous propensities" under F.S. § 767.13(2), as may be amended."

**What it means:** Dogs are not allowed to approach or chase a person/pet making them fear they will be bitten. Dogs are not allowed to bite or attack a person or pet unprovoked. If cited for vicious animal or aggressive dog, the fines **start at \$450**.

## Leash Ordinance

[Leash Ordinance – Ch. 38 Article II Sec. 38-26](#): "All domestic animals must, unless otherwise posted, be restrained at all times at a distance of not greater than six feet in length from their owner/handler and must be under the immediate and continuous physical control of such animal's owner/handler by means of a leash, cord, chain, cage, fence or other appropriate restraining device that is of sufficient strength to restrain/contain the animal."

**What it means:** Any pet when off its own property or in a public place, like a neighborhood sidewalk, farmers market, or outdoor café, it must be on a leash no longer than 6 feet and its owner must have control at all times. If cited, the fines are **at least \$100 and up to \$500 for multiple violations**.

## Nuisance Animal Noise Ordinance

[Nuisance Animals -- Sec. 36-436](#): On May 3, 2017, Hillsborough County Board of County Commissioners passed the Nuisance Animal Noise Ordinance. The ordinance covers any nuisance animal that barks, meows, whines or howls non-stop for 20 minutes or longer with less than 20 seconds of interruption during that 20-minute time period.

Enforcement is handled by the State Attorney's Office and Hillsborough County Sherriff's Office. Pet Resources assists in processing the paperwork during regular hours of operation.

**What it means:** Nuisance animal noise violations can be enforced as misdemeanors that include a fine of no more than \$500 or imprisoned up to 60 days in jail. Each day a violation occurs or continues, is a separate offense and may be penalized separately. Warnings will be on a case-by-case basis and at the discretion of the State Attorney's Office.

(Ord. No. 17-10, § 2, 5-4-2017)

## **LAKEWOOD RIDGE TOWNHOMES**

### **Homeowner Water Submetering Assessments**

**For Water or Meter Issues, or SERVICE, call THINK Utility Services at (727) 492-7545.**

**For questions regarding your BILL or account setup, call (888) 607-9218 or (888) 696-3837.**

**Email:** customerservice@thinkutilityservices.com

**ONLY OWNERS CAN HAVE ACCOUNTS** If your home is rented, you as the Owner will be billed, not your tenant. You are responsible for payments. This is part of your Homeowner Assessment. Late payments trigger late fees and nonpayment results in potential attorney fees, court costs, property liens, and foreclosure.

#### **PAYMENT METHODS**

The following information regarding Payment Methods is obtained from THINK's website at: <https://thinkutilityservices.com/faq/>

Think Utility Services (TUS) uses a third-party vendor who charges fees to process all electronic payments, which includes financial institution (ACH) payments \$2.95 fee; and credit card payments \$3.95 fee that increases to \$4.95 if the payment is made over the telephone utilizing a Customer Service Representative.

Free methods of payment are payment by check or money order; or payment by your financial institution utilizing their bill pay by check. In the second instance, your bank mails a physical check (note that some banks withdraw the funds at the time they cut the check rather than when the Payee cashes it, so you may be under the impression Think Utility Services received and cashed the check, when in fact, they have not even received it). If you utilize a payment method that involves mailing it whether by the bank or yourself, they ask that you please allow enough time to make payment before the due date to AVOID A LATE FEE. It is not the date the envelope is postmarked; it is the date the payment is received.

TUS utilizes Starnik © UtilityTrakR™ software. You may set up an on-line account through the TUS website account login page [https://www.starnik.net/UtilityTrakR/UT1/Current/RP\\_Default.aspx](https://www.starnik.net/UtilityTrakR/UT1/Current/RP_Default.aspx) with the information you receive with your first bill, after which, you will have 24/7 access to your account. This is not a requirement to make payment.



September 21, 2020

Subject: Water/Sewer Utility Bill Information for Lakewood Ridge Townhomes

Dear Owner,

I am writing to introduce myself, and the company I represent. Think Utility Services specializes in offering utility solutions to multi-family housing communities. Lakewood Ridge Townhomes and Think Utility Services are partnering together to provide water/sewer utility billing service that includes meter reading, full page invoices, return envelopes, on-line access, and more. The program will commence within the next thirty days, and is detailed below.

Think Utility Services will provide the water billing effective October 2020. Your first invoice will detail water usage from approximately 9/7/20 – 9/21/20, and it will include a \$5.00 initial setup fee. The invoice is due twenty days from the date of mailing. Late fee (s) will apply by contract, at \$10.00 for each infraction per month for partial payment, non-payment, or payment received past the due date. To avoid Late Fees, it is recommended that payments be made on time.

Think Utility Services does not sell or increase the cost of water and sewer. The rate structure is determined by the municipal water supplier. The municipal rates are applied to each unit's monthly consumption. Additionally, account information is available on-line including past invoices and statements. To setup your account online, go to [www.ThinkUtilityServices.com](http://www.ThinkUtilityServices.com) and enter the security code listed on your invoice. Once a username and password is created, your account is setup. You have the option of paying online using our site (convenience fee applies) or payment arrangements can be made online through your bank. It is our goal to provide you with exemplary service. If you have any questions, please contact our customer service team between 8 a.m. – 5 p.m. (EST) Monday – Friday toll-free at 888-696-3837 for assistance.

Thank you. We look forward to servicing your community for years to come.

Sincerely,

Saul Moreno  
Account Manager  
Think Utility Services



### **Payment Methods**

Think Utility Services currently maintains two payment methods:

#### **Non-Transactional Fee Based:**

Residents can make the traditional payment method of mailing to Think Utility Services a check/money order at no cost.

Additionally, they can setup an automated payment through their banks “**Bill Payer**” program, of which there is typically no charge for the service. In this case the bank cuts a physical check \*(all banks request a minimum of 5 business days) to process the payment.

To Setup in the Customers “**Bill Payer**” use the following information.

Think Utility Services  
PO BOX 17389  
Clearwater, FL 33762-0389  
727 571-3939

#### **Transactional Fee Based:**

Think Utility Services offers additional payment options. These options have fees associated with them that Think Utility Services passes through, often called “**Convenience Fees**”. These convenience fees, presented up front are simply a resident’s choice as to which payment option they use.

#### **Why is there a convenience fee?**

All banking services utilizing Electronic Fund Transfers “**EFTs**” maintain fees for this service, ACH, Credit Card and Debit Card in some cases. These fees are set in the banking industries profit models. All businesses have credit card transaction fees of which some can hide in the cost of doing business.

Think Utility Services cannot add monies to the water/sewer rates to hide third party banking fees, thus keeping us in line with the current laws and standards of our industry. Think Utility Services works hard to keep its service “**Billing Fee**” to the resident to the very minimum.

#### **Current Convenience Fee Structure:**

Online Credit Card Payment \$3.95 per transaction  
ACH (Automated Clearing House) \$2.95 per transaction  
Customer Services Credit Card Payment \$4.95 – One dollar of which is for the convenience of using a live representatives time to process the transaction.





**THINK UTILITY SERVICES**  
Intelligent Utility Solutions

## ***Electronic Funds Transfer Authorization***

I hereby authorize Think Utility Services to initiate debit entries to my Checking Account by electronically transferring funds for the purpose of paying the utility bills for the utility account designated herein. I hereby authorize Think Utility Services to do so from the depository financial institution named below, and to debit the same to such account. I acknowledge that the originations of the transaction to my account must comply with the U.S. Law. The cost of these transactions is \$2.95.

|   |                     |                     |
|---|---------------------|---------------------|
| NAME<br>ADDRESS<br>CITY, STATE ZIP      |                     | 0123<br>01 23456789 |
| DATE                                    |                     |                     |
| PAY TO THE ORDER OF                     |                     | \$                  |
| BANK NAME<br>ADDRESS<br>CITY, STATE ZIP |                     | DOLLARS             |
| FOR                                     |                     |                     |
| ⑆012345678⑆                             | 01234567890123⑆     | 0123                |
| Bank Routing Number                     | Bank Account Number | Check Number        |

\_\_\_\_\_  
Depository Name and Branch Address

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
Routing Number (9 digits)

\_\_\_\_\_  
Account Number

This authorization is to remain in full force until Think Utility Services has received written notice from me of its termination in such a manner to afford Think Utility Services and Depository a reasonable opportunity to act on it. I understand that both the Think Utility Services and my financial institution reserve the right to terminate this agreement. This authority is to remain in effect until revoked by me in writing.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Utility Account Number

\_\_\_\_\_  
Signature

**Important: An original voided check is required to activate this service.**

**Return Completed Forms to:  
Think Utility Services PO BOX 17389 Clearwater, FL 33762-0389**

# LAKEWOOD RIDGE TOWNHOMES ASSOCIATION

## MANDATORY HOMEOWNER'S INSURANCE POLICY

Per Section 7 (c) "Insurance on Lots" (quoted below) of the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF LAKEWOOD RIDGE TOWNHOMES, each Owner is required to furnish proof of insurance to the Association at the time of purchase of a Lot and upon each yearly anniversary date. This may be accomplished by: **Mailing a copy of your Homeowner's Insurance Declaration Page to the Association Management Company.**

(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.



## LEASE REQUIREMENTS

Per Lakewood Ridge Townhomes Governing documents:

- **Owners are required to provide a copy of ALL LEASES to the Association (Management Company) PRIOR TO OCCUPANCY by any tenant.**
- **No lease may be less than one (1) year.** Transient occupancy of townhomes is not permitted. "Transient occupancy" is defined as short-term rental of a townhome or any period less than one (1) year, or one or more guests who stay for less than fourteen days, with guest occupancy occurring more frequently than one time per month.
- **Only two (2) residents per bedroom**/per unit are permitted to permanently occupy any townhome.
- The Declaration provides that townhomes must be used for residential purpose. "Residential purposes" shall include a requirement that each townhome is reserved for **single-family occupancy**. **ABSOLUTELY NO SUB-LEASING IS ALLOWED.** 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.
- 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 townhome in the absence of the owner(s) is required to complete an Occupant Information Sheet, which is available for download at the website.

**NOTE: Property Owners are responsible for the conduct of their tenants and guests and are financially responsible for any damage caused by them.**

**RULES AND REGULATIONS:** Please provide your tenant with a copy of our "Rules and Regulations", which is available for download at the website.

**PARKING:** Please provide your tenant with a copy of our "Parking and Towing Policy", which is available for download at the website. Below is a summary.

There are **two parking spaces assigned to each townhome**. Owners/Residents are required to park in the numbered spaces located in front of their townhome unit. No Owner/Resident is permitted to park in a space assigned to any other townhome. We have very limited parking and **Parking Permits are required to park by the pool and in any of the few non-designated spaces.** Violators are subject to towing at their own expense without further notice.

**PETS:** Please provide your tenant with a copy of our "Pet Policy", which is available for download at the website. Below is a summary.

- NO MORE THAN 2 PETS per unit, no breeding of animals
- Pets must be immunized and registered with Hillsborough County
- You MUST PICK UP YOUR PET'S waste and dispose of it properly
- You are required to keep control of your pet at all times
- You must ensure your pet does not disturb other Owners/Occupants

**Please mail a copy of your current and proposed Lease to the Association Management Company**

**LAKEWOOD RIDGE TOWNHOMES  
OCCUPANT INFORMATION SHEET**

**PROPERTY ADDRESS:** \_\_\_\_\_, Brandon, FL 33510

Contact Information:

Provide Contact Name(s) for this address:

\_\_\_\_\_

Name(s)

Provide Contact Telephone Number(s) for this address:

\_\_\_\_\_

Telephone Number(s)

How many people will reside at this address : \_\_\_\_\_

List **ALL** occupants below including their legal name, relationship and age.

| COMPLETE <u>LEGAL</u> NAME | RELATIONSHIP | AGE |
|----------------------------|--------------|-----|
|                            |              |     |
|                            |              |     |
|                            |              |     |
|                            |              |     |
|                            |              |     |

List **ALL** vehicles registered to this address:

| AUTO # | Owned/<br>Leased | Make | Model | Year | License Plate # |
|--------|------------------|------|-------|------|-----------------|
| 1      |                  |      |       |      |                 |
| 2      |                  |      |       |      |                 |
| 3      |                  |      |       |      |                 |

**NO MORE THAN 2 PETS ARE ALLOWED PER TOWNHOME**

**Type/Number of Pets:** Dog ( ) Cat ( ) Other (SPECIFY TYPE): \_\_\_\_\_ Neutered/Spayed: Yes ( ) No ( )

Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_

Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_

Pet Names: \_\_\_\_\_ / \_\_\_\_\_

License Numbers: \_\_\_\_\_ / \_\_\_\_\_ Expiration Dates: \_\_\_\_\_ / \_\_\_\_\_

Owner(s)/Lessee(s) acknowledge receipt of all Association documents including the bylaws and rules and regulations and have read, understood, and agree to abide by all the conditions and terms therein and all rules and regulations enacted hereafter officially by the Association.

I represent that the information contained in this document is true and complete to the best of my knowledge, that the Association will rely on information in this document, and that I have a continuing obligation to amend and/or supplement this information should it change at any time either before or during my tenancy. This document will be incorporated by reference as a part of my lease agreement, and any false statement will be grounds for immediate termination of tenancy.

**APPLICANT(S)**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**OWNER(S)**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Referenced documents are available at the website OR the address listed below.

**Return this completed form to the Association Management Company**

**LAKEWOOD RIDGE TOWNHOMES**  
**OWNER or TENANT EMERGENCY CONTACT INFORMATION**

**PROPERTY ADDRESS:** \_\_\_\_\_ Brandon, FL 33510

Please complete the form below by PRINTING the information and then return it to the Association Management Company.

**HOMEOWNER** name(s): \_\_\_\_\_

Address if different than property address: \_\_\_\_\_

Home phone: ( ) - Work phone: ( ) - Cell phone: ( ) - Text?: Yes/No

Email address(es): \_\_\_\_\_

**TENANT** name(s): \_\_\_\_\_

Home phone: ( ) - Work phone: ( ) - Cell phone: ( ) - Text?: Yes/No

Email address(es): \_\_\_\_\_

**IN THE CASE OF AN EMERGENCY:**

Nearest Relative you would like contacted: Name: \_\_\_\_\_ Phone: ( ) -

Name: \_\_\_\_\_ Phone: ( ) -

Nearest Contact with a KEY: Name: \_\_\_\_\_ Phone: ( ) -

Name: \_\_\_\_\_ Phone: ( ) -

**The below information is important to the Fire Department when responding to calls:**

Number of **People** occupying unit:

Number/Type of **Pets**:

Adult(s): \_\_\_\_\_ Children: \_\_\_\_\_

Dogs: \_\_\_\_\_ Cats: \_\_\_\_\_ Other: \_\_\_\_\_

-----  
PLEASE SIGN AND DATE BELOW

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

-----  
For Office Use:

Date entered in system: \_\_\_\_\_ Initials: \_\_\_\_\_

## II. ARCHITECTURAL CHANGE REQUEST FORM AND ARCHITECTURAL STANDARDS

# Lakewood Ridge Townhomes Association, Inc.

Submit completed form to the ASSOCIATION MANAGEMENT COMPANY

## ALL REQUESTS MUST BE SUBMITTED IN DUPLICATE

When requesting approval for multiple alterations, each alteration must be submitted (in duplicate) on a separate request form. An **application fee of \$25.00** (via check payable to Lakewood Ridge Townhomes Association) must be submitted for **each** request. You will be notified of your committee's determination on your request within 45 days of its receipt of this application. **\*\*Please be advised that prior to making any improvements to any Lot, the owner of the Lot must be current in all assessments and charges due to the Association.**

The undersigned owner seeks approval of the following addition or alteration:

Narrative description of alteration (*attach separate sheet(s) as necessary*): \_\_\_\_\_

To be processed, this request and all supporting documentation must be mailed **in duplicate** to the Association using the address listed above. Supporting documentation must be as follows:

- **LOT SURVEY INDICATING EXACTLY WHERE ALTERATION WILL OCCUR ON THE LOT**
- **PICTURES AND/OR DETAILED DESCRIPTIONS OF MATERIALS TO BE USED** (i.e., type of materials, colors, styles, sizes, dimensions, etc. – see page 2 of this form)
- **COPY OF CONTRACTOR'S SPECIFICATION SHEET** (if work is being contracted)
- **OTHER PERTINENT INFORMATION AS MAY BE NECESSARY**

**<< INCOMPLETE REQUESTS CANNOT BE PROCESSED AND WILL BE REJECTED AND RETURNED TO OWNER >>**

While Lakewood Ridge Townhomes Association, Inc. (the "Association") may grant approval for the requested alteration, the homeowner alone is responsible for seeking the required county/city permit(s). Most alterations require permit(s) from one or more county/city departments. The obligation to determine whether the requested improvement, alteration or addition complies with any applicable law, rule, regulation, code or ordinance is strictly the responsibility of the homeowner and not the Association. Additionally, it is understood and agreed that the Association as well as Ameritech Property Management, Inc., are not required to take any action to repair, replace or maintain any such approved change, alteration or addition, or any structure or any other property. The homeowner and its' assigns assume all responsibility and cost for any addition or change, and its future upkeep and maintenance.

I understand that the Association will contact me in writing regarding their approval or disapproval of this request. I **agree not to commence any alteration(s) until I have received written approval from the Association.** If an alteration I perform is found NOT to be in compliance with community standards, I will return the property to its original, pre-alteration condition within thirty (30) days of written notification to do so.

NAME: \_\_\_\_\_ PROPERTY ADDRESS: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

MAILING ADDRESS (if different from above): \_\_\_\_\_

HOMEOWNER SIGNATURE: \_\_\_\_\_ REQUEST DATE: \_\_\_\_\_

### **FOR ASSOCIATION USE ONLY**

DATE REVIEWED: \_\_\_\_/\_\_\_\_/\_\_\_\_

APPROVED \_\_\_\_\_ STIPULATION(S): \_\_\_\_\_

NOT APPROVED \_\_\_\_\_ REASON(S): \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

**IF NOT STARTED by \_\_\_\_/\_\_\_\_/\_\_\_\_ and COMPLETED by \_\_\_\_/\_\_\_\_/\_\_\_\_ APPROVAL IS NULL AND VOID.**

# Lakewood Ridge Townhomes Association, Inc.

Architectural Change Request (continued)

Who will perform the required work: \_\_\_\_\_

Estimated Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Estimated Completion Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Other: \_\_\_\_\_

.....

Materials required for proposed alteration(s) will include the following (Please check where appropriate and describe):

\_\_\_\_\_ Roof \_\_\_\_\_

(Roof - continued) \_\_\_\_\_

\_\_\_\_\_ Larson Storm Door \_\_\_\_\_

\_\_\_\_\_ 6 ft White Vinyl Fence \_\_\_\_\_

\_\_\_\_\_ Black Screen/White Aluminum \_\_\_\_\_

\_\_\_\_\_ White Aluminum Seamless Gutter \_\_\_\_\_

\_\_\_\_\_ Old Castle Edging (white/tan) \_\_\_\_\_

\_\_\_\_\_ Pavers \_\_\_\_\_

\_\_\_\_\_ Landscaping \_\_\_\_\_

\_\_\_\_\_ Other \_\_\_\_\_

**NOTE:** Please be sure to **ATTACH** all of the following that apply to your project: (1) a copy of the **contractor's specification sheet** showing types, colors, styles, and size/dimensions of materials to be used, (2) **either** a manufacturer's brochure **or** photo illustrating the details of materials you wish to use, (3) a **LOT SURVEY** with your proposed alteration sketched on it showing exactly where your alteration will lie on your property

Please PRINT any comments you wish your committee to consider when reviewing this request here:

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# **Lakewood Ridge Townhomes**

## **Architectural Standard for Front Entry Edging**

**Design Standard:**      **Front Entry Edging**

Old Castle 1-1/3 ft. matt log concrete edging  
White or Tan in color  
Edging to follow existing bed curves  
Proper trenched continuous installation

**Homeowner is required to maintain edging, and entry beds once installed.**



# **Lakewood Ridge Townhomes**

## **Architectural Standard for Fence**

**Design Standard:** Fence

**Fence must be white tongue and groove vinyl fencing**

**Fence to be 6 feet high, with one gate located in back**

**Easements of 5 feet must be kept**

# Lakewood Ridge Townhomes

## ACC Gutter Installation Guidelines and Specifications

As developed and voted on by ACC members: Sam Ascencio, Tracey Hernandez and Kasha Thurston.

In order to maintain aesthetic consistency throughout the Lakewood Ridge Townhome Community, the following guidelines for gutter installation have been established:

- I. All gutters must be standard white aluminum seamless gutters in keeping with current gutter type installed on lanai extensions throughout the community.
- II. Diagram must be provided by contractor specifying exact location of all gutters, downspouts and drainage pipes.
- III. Drainage pipes must be a minimum of two feet but not to exceed beyond the line where sod begins so as to not interfere with mowing of lawn. Drainage pipes must be directed away from any neighbors' property as to not cause erosion or intrusion of neighbor's property.
- IV. Due to staggered rooflines and the possibility of some gutter installations that may extend onto one or both adjacent neighbors' rooflines, homeowner is strongly advised to consult with an attorney and secure written permission from all affected homeowners. The Lakewood Ridge Townhomes HOA, BOD and ACC hold no liability for any losses incurred due to the approval of any gutter installations.
- V. Homeowner is solely responsible for the upkeep, cleaning, and maintenance of gutters, downspouts and drainage pipes. Lifetime warranty is strongly recommended.

I have read and fully understand the above guidelines.

X \_\_\_\_\_

Print Name and Date

X \_\_\_\_\_

Signature and Date

# **Lakewood Ridge Townhomes**

## **Architectural Standard for Plant Material in Front Entry Area**

### **Design Standard: Plant Material in Front Entry Area**

- 1. Any new landscape change requires a \$25 application fee.**
- 2. Mulch: Red or brown in color. Natural or artificial (rubber). Fee waved for mulch only.**
- 3. Trees: Pygmy Palms**
- 4. Plant Material:**
  - A. Flower garden consisting of Florida Friendly annuals, perennials and plants.**
  - B. Homeowners are responsible for the care and upkeep of all plant material.**
  - C. Replacing flowers as needed, trimming and containment of plants within the entry area.**
- 5. Lawns: Homeowners are responsible for the replacement of their lawn as necessary. The \$25 fee is waived.**

# **LAKEWOOD RIDGE**

## **HOME IMPROVEMENT STANDARDS**

The Board of Directors would like everyone that resides in Lakewood Ridge to have a clean understanding of the process when making any changes to the outside of your home.

The First Step is to submit an Architectural Change Form to have your project approved. A copy is included with this communication for your reference.

A big undertaking is replacing your roof. Below is important information to help you through this process.

### **ROOFING STARDARD**

**Dimensional, 30-year, asphalt shingle similar to:**

**Timberline – Hickory**

**Owens Corning – Brown Wood**

**Tamko – Rustic Hickory**

It is understood that shingle color and product availability vary even within a specific manufacturing process and that colors are retired or replaced. Best efforts must be used to match as nearly as possible the standard color. In order to maintain aesthetic conformity within the community, protect your investment, and keep property values up within the community, you must provide shingle color and picture prior to beginning a reroof or you risk incurring the cost of having to replace your roof due to noncompliance.

**6 Inch White Aluminum Eaves**

**Recommended:** Double-louver vents and squirrel guards on all vents.



## **SIGNS YOU MAY NEED A ROOF REPLACEMENT**

- **Curled shingle edges or cupped shingle tabs**
- **Bald spots where granules are missing or the presence of many granules in your gutters**
- **Cracked or broken shingles**
- **A roof that appears old and worn**
- **Dark streaks caused by airborne algae**
- **Moss growth on the roof surface**
- **Broken or damaged flashing**
- **Discolored interior walls and ceilings**
- **Unwanted critters in the home**
- **Daylight seen through the roof boards**

## **Choosing the Right Roofing Company**

### **Things to consider:**

Licensed, Reputable, Contractor (not one who subcontracts your roof out to someone else), Durability, Warranty of Shingle (30 years), Warranty provided by your contractor for replacement repair (minimum of 5 years recommended). Protect your investment and do not risk the cost of having to replace your roof for noncompliance with your Association's Governing Documents.

When it comes to something as important as your roof, leave it in the hands of the professionals.

Only work with a reputable and experienced roofer who has a proven track record of delivering quality work. Your contractor should also communicate with you clearly and discuss everything that will be done before any actual work takes place including Estimates, Samples, Warranty, Contractor License Number, and Certificate of Insurance.

Your roof replacement will be registered with Hillsborough County and must conform to their current minimum roof standards as well as that of the Association. Your insurance company will be able to see you have a new roof constructed of the proper materials and may give you a discount.

Prior to roof replacement, you must notify and receive approval from Lakewood Ridge Townhome Association by means of the Architectural Change Request Form. The \$25 Application fee for roofs is waived. Your ACC request form must include:

- Shingle name/color (listed above), picture, manufacturer, warranty period (30-year dimensional shingles, 6 inch white aluminum eave trim)
- Contractor Name and **License Number**, and a copy of **Contractor's Certificate of Liability Insurance**.

Prior to commencement, a **Work Permit must be obtained and posted within clear view** at your residence.

No vehicles or dumpsters can park or encroach upon rear or front lawns as they will damage the water mains and irrigation system. If this happens, **you will be responsible for all damage and any attorney fees and/or court costs associated with recovering costs of damages**. If unpaid, this could result in a lien on your property and foreclosure.

The Association cannot be held liable for any damage, injuries, etc., resulting from said roof replacement, including neighboring roofs. You own the property, and you are required by Association Governing Documents to properly ensure your property including but not limited to liability insurance.

Your Board of Directors

# **Lakewood Ridge Townhomes**

## **Architectural Standard for Lanai**

**The Architectural Standard for the Lanai is registered with:**

**Hillsborough County, Florida  
Building Services Division  
Project Number – AL417395  
Date Issued – 05/02/2005**

**Design Standard:      Extended Lanai**

**18' x 8' enclosure  
4" concrete slab  
White Aluminum Structure  
Screen Door on back (White Aluminum)  
Kick plate (White Aluminum)  
Black Screen**

**Design Standard:      Screen in Existing Lanai**

**Enclosure (White Aluminum)  
Black Screen  
Kick Plate (White Aluminum)  
Screen Door on back (White Aluminum)**

# **Lakewood Ridge Townhomes**

## **Architectural Standard for Storm Door**

**Design Standard:        Storm Door**

- A. Larson Storm Doors 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 waved**

**Joshua Armenteros at Lowe's on Causeway Boulevard has agreed to give Lakewood Ridge residents a 20% discount on the approved doors.**



# **Lakewood Ridge Townhomes**

## **Architectural Standard for Water Softeners**

**No taller than the window sill and must be surrounded by bushes and completely hidden.**

### III. GOVERNING DOCUMENTS

## Articles of Incorporation



EXHIBIT A

I certify the attached is a true and correct copy of the Articles of Incorporation of LAKEWOOD RIDGE TOWNHOMES ASSOCIATION, INC., a Florida corporation, filed on March 2, 2004, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H04000045833. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N04000002207.

Authentication Code: 004A00014862-030504-N04000002207-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Fifth day of March, 2004



*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

ARTICLES OF INCORPORATION OF  
LAKEWOOD RIDGE TOWNHOMES ASSOCIATION, INC.

A Florida Corporation Not For Profit

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit under the laws of the State of Florida.

ARTICLE I

NAME

The name of this corporation is Lakewood Ridge Townhomes Association, Inc., a Florida corporation not for profit, (hereinafter called the "Association" in these Articles.)

ARTICLE II

OFFICE AND REGISTERED AGENT

This Association's registered office is 325 South Boulevard, Tampa, Florida 33606 Hillsborough County, Florida, and its registered agent is Judith L. James, who maintains a business office at 325 South Boulevard, Tampa, Florida 33606. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

ARTICLE III

PURPOSE

This Association does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of all common areas and other residence lots within that certain tract of property (hereinafter called the Property) in Hillsborough County, Florida and more particularly described as Lakewood Ridge Townhomes.

Judith L. James  
Molloy & James  
325 S. Blvd., Tampa, FL 33606  
(813) 254-7157 FL Bar #275166

ARTICLE IV  
POWERS

Without limitation this Association is empowered to:

- (a) Declaration. Exercise all rights, powers, privileges and perform all duties, of this Association set forth in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called the Declaration) applicable to the property and recorded or to be recorded in the Public Records of Hillsborough County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full;
- (b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs, specifically including the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.
- (c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder.
- (d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property; and contract for services, such as to provide for operation and maintenance of facilities including surface water management system facilities.
- (e) Borrowing. Borrow money and, with the approval of two-thirds of each class of members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.
- (f) Dedications. With the approval of three-fourths of the members, dedicate, sell or

transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as seventy-five percent (75%) of the members determine.

(g) Mergers. With the approval of two-thirds (2/3) of the members, participate in mergers and consolidations with other non-profit corporations organized for similar purposes.

(h) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, and Corporate Property consistent with the rights and duties established by the Declaration and these Articles and governing Members' responsibilities.

(i) General. Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted.

(j) Enforcement. To enforce by legal means the obligations of the members of the corporation; the provisions of the Declaration, and the provisions of a dedication or conveyance of the Corporate Property to the corporation with respect to the use and maintenance thereof; to sue and be sued.

#### ARTICLE V MEMBERSHIP

Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot.

Each membership is transferred automatically by conveyance of title of a Lot.

#### ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant (as defined in the Declaration), and shall be entitled to one vote for each Lot owned.

When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, including Class B votes for any Property annexed or planned for annexation by Declarant,
- (b) On January 1, 2010, or
- (c) When the Declarant waives in writing its right to Class B membership.

#### ARTICLE VII BOARD OF DIRECTORS

Section 1. This Association's affairs are managed by a Board of Directors initially composed of three Directors. The number of Directors from time to time may be changed by amendment to this Association's By-Laws, but at all times it must be an odd number of three or more but not to exceed five (5). The initial Directors named below shall serve until this Association's first annual meeting. The term of office for all Directors is one year. Before any such annual meeting, all vacancies occurring on the Board of Directors, if any, will be filled by majority vote of the remaining Directors, even if less than a quorum. Any Director may succeed himself or herself in office. All Directors will be elected by ballot. Each member may cast as many votes for each vacancy as such member has; and the person receiving the largest number of votes cast for each vacancy is elected. Cumulative voting is not permitted. Directors need not be



Association members.

Section 2. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

Name: Carol Fezzey  
Scott Dispenza  
Mary Andriotis  
Address: 9950 Princess Palm Avenue Suite 102  
Tampa, Florida 33619

#### ARTICLE VIII INCORPORATOR

The name and residence of the incorporator is:

NAME: Judith L. James  
ADDRESS: 325 South Boulevard  
Tampa, Florida 33606

#### ARTICLE IX DISSOLUTION

This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets including the control or right of access to the property containing the surface water management system facilities, must be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If dedication is refused, such assets must be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted

to such similar purposes. In no event, however may any assets inure to the benefit of any member or other private individual.

ARTICLE X  
DURATION

This Association exists perpetually.

ARTICLE XI  
BY-LAWS

This Association's By-Laws initially will be adopted by the Board of Directors. Thereafter, the By-Laws may be altered, amended, or rescinded with the approval of a majority of each class of members, except as to those provisions for Amendment to the By Laws which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such Amendments.

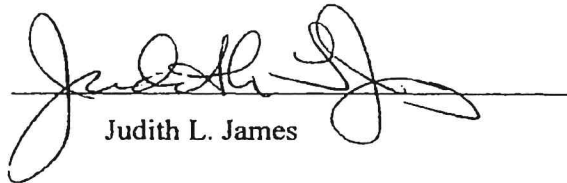
ARTICLE XII  
AMENDMENTS

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that each such amendment must have the approval in writing of two thirds (2/3) of the entire membership, except as to those provisions for Amendment which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such Amendments.

ARTICLE XIII  
INTERPRETATION

Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of the Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles. By subscribing and filing these Articles, the incorporators intend its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 2 day of March, 2004.

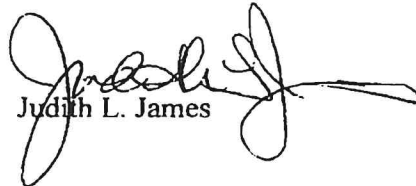
  
Judith L. James

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE  
SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND NAMING THE  
REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED.

Lakewood Ridge Townhomes Association, Inc., desiring to organize under the laws of the State of Florida, as a corporation not for profit with its principal office, as indicated in its Articles of Incorporation, at 325 South Boulevard Tampa, Florida 33606, County of Hillsborough, State of Florida, has named Judith L. James, whose business offices is 325 South Boulevard, Tampa Florida 33606, as its registered agent to accept service of process within Florida.

ACCEPTANCE

Having been named to accept service of process for the foregoing corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes, including the duties and obligations imposed by Section 617.0503, Florida Statutes, relative to the proper and complete performance of my duties.

  
Judith L. James

Date: 3/2/04

# Declaration of Covenants, Conditions, Restrictions

Declaration

Amendments

INSTR # 2004224724

O BK 13926 PG 0738

Pgs 0738 - 794; (57pgs)

RECORDED 06/11/2004 10:31:56 AM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK S Sanders

✓ Prepared by and return to:  
Molloy & James  
325 South Boulevard  
Tampa, Florida 33606

**DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
OF LAKEWOOD RIDGE TOWNHOMES**

**THIS DECLARATION**, made this 3rd day of June, 2004, by Lakewood Townhome Developers, Inc., hereinafter referred to as "Declarant."

**WITNESSETH**

**WHEREAS**, Declarant is the fee simple owner of certain real property and improvements in Hillsborough County, Florida which is more particularly described as Lakewood Ridge Townhomes, more particularly described as follows:

Lakewood Ridge Townhomes as per map or plat thereof as recorded at Plat Book 100, Page 148, of the public records of Hillsborough County, Florida

hereinafter referred to as the "Property," and plans to develop such Property under a common plan of development;

**NOW, THEREFORE**, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions, and Restrictions, which Declaration of Covenants, Conditions, and Restrictions shall be and are easements, restrictions, covenants and conditions appurtenant to and running with the land, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the real Property set forth above, their respective heirs, successors and assigns, as their respective interests may appear.

**ARTICLE I**

**DEFINITIONS**

Unless the context expressly requires otherwise, the following terms shall have the following meanings whenever used in the Declaration of Covenants, Conditions, Restrictions and Easements, the Association's Articles of Incorporation, or the Association's By-Laws:

Section 1. "Association" shall mean and refer to Lakewood Ridge Townhomes Association, Inc., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes, and its successors and assigns.

Section 2. "Association Documents" shall mean the Association's Articles of Incorporation and By-Laws as the same may, from time to time, be amended and exist, which initial copies of are appended hereto as Exhibits "A" and "B".

Section 3. "Board" shall mean the Board of Directors of the Association, whose duties shall be the management of the affairs of the Association subject to this Declaration and Association Documents.

Section 4. "Common Area" shall mean all real property (including any improvements thereon) which shall, from time to time, be designated by Declarant for the common use and enjoyment of the Owners and conveyed to the Association in fee simple, or with respect to which the Association has been granted an easement; together with the rights-of-way, easements, appurtenant, improvements and hereditament described in this Declaration, all of which shall be and are covenants running with the land at law. The Common Area shall consist of the Common Area shown on the Plat, and shall include any Surface Water Management System Facilities.

Section 5. "Declarant" shall mean and refer to Lakewood Townhome Developers, Inc., and its successors and assigns. If the Declarant assigns the rights of Declarant hereunder to a person or entity that acquires any portion of the Property from the Declarant for the purpose of development and resale, then, upon the execution and recording of an express written assignment to such effect in the Public Records of Hillsborough County, Florida, such assignee shall be deemed the Declarant hereunder for all purposes to the extent of such assignment.

Section 6. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

Section 7. "Dwelling" shall mean any structure built upon a Lot for the purpose of allowing natural persons to reside therein.

Section 8. "Homeowners' Association Rules" shall mean those rules and regulations that the Association shall from time to time adopt, promulgate, amend, revoke, and enforce to govern the use and maintenance of the Common Area and Association procedures.

Section 9. "Law" shall include any statute, ordinance, rule, regulation, or order validly created, promulgated or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities or

political subdivisions, or by any officer, agency or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any activities on or about the Property.

Section 10. "Lot" shall mean and refer to a plot of land shown and identified upon any site plan of the Property now or hereafter made subject to this Declaration, which is intended for use of one residential unit.

Section 11. "Member" shall mean a Member of the Association as set forth in Article III.

Section 12. "Mortgage" shall mean chattel mortgage, bill of sale to secure debt, deed of trust, deed to secure debt and any and all other similar instruments given to secure the payment of an indebtedness.

Section 13. "Owner" shall mean and refer to the record owner, and if more than one person or entity, then to them collectively, of the fee simple title to any Lot which is a part of the Property, so that for purposes of this Declaration and the Association Documents, as defined herein, each Lot shall be deemed to have one Owner.

Section 14. "Person" shall mean an individual, corporation, partnership, trust, or any other legal entity.

Section 15. "Property" shall mean all of the real property described herein.

Section 16. "Recorded" shall mean filed for record in the Public Records of Hillsborough County, Florida, or such other place as from time to time is designated by Law for providing constructive notice of matters affecting title of real property in Hillsborough County, Florida.

Section 17. "Structure" shall mean: Any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; any excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters from, upon or across any Lot.

Section 18. "Surface Water Management System Facilities" shall mean: the facilities including, but not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.



Section 19. "The Work" shall mean the initial development of the Property by Declarant and includes the sale of completed Lots, with or without residential dwellings, in the ordinary course of Declarant's business.

## **ARTICLE II COMMON AREA**

Section 1. Conveyance of Common Property. The Declarant may from time to time designate and convey to the Association easements and/or fee simple title to real property to be the Common Area for the common use and enjoyment of the Owners, subject to this Declaration. The Association hereby covenants and agrees to accept from the Declarant title to all easements and all such conveyances of Common Area subject to the terms and conditions of this Declaration and the obligations set forth herein. The common area shall consist initially of the parcels and easement shown as Common Area on the Plat of Lakewood Ridge Townhomes, as recorded in the public records of Hillsborough County, Florida.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot; provided, however, that no Owner shall do any act which interferes with the use and enjoyment of the Common Area by all other Owners; and provided further, said easement shall be subject to the following rights, title and interest:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreation facility situated upon the Common Area and to impose reasonable limits upon the number of guests who may use these facilities.
- (b) The right of the Association to suspend the right to the use of the Common Area by an Owner for any period during which any Assessment, as defined herein, against his Lot remains unpaid, and for a period not to exceed 60 days for any other infraction of the Association Documents or the Homeowners' Association Rules, provided that such suspension shall not interfere with such Owner's access to the Lot.
- (c) The right of Declarant and the Association to grant easements in and to the Common Area for all utility services, including cable television and other public uses which benefit the subdivision as a whole.
- (d) The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional common area property; provided however, the Common Area cannot be mortgaged without the consent of the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened.

(e) The right of the Association to dedicate, transfer and convey all or any part of its right, title and interest in the Common Area to any public agency, authority, or utility or, subject to such conditions as may be agreed to by the Lot Owners, to any other Person for such purposes; provided, however, the Common Area cannot be conveyed without the consent of the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Member duly called and convened, and of the Southwest Florida Water Management District if the surface water management system is involved in such transfer.

### Section 3. Responsibilities of the Association and Release of Liability.

a. Upon conveyance, the Association shall be responsible for the Common Area, including but not limited to, its operation, management, care, restoration, insurance, renovation, alteration, reconstruction, repair, maintenance, rebuilding, replacement, improvement, taxes and utilities. The Association also has the power to operate and maintain common property, specifically the surface water management system facilities, which are located on Common Area, in accordance with the terms and conditions of the Environmental Resource Permit.

b. Any private streets, street lights, sidewalks, private utilities for water or sewer, other private utilities, drainage systems, fences, walls and other improvements or amenities that have been constructed, installed or created by the Declarant as part of the subdivision improvements or The Work, shall be maintained by the Association in the same condition and appearance as constructed or created. The Association shall establish reserves for the replacement of the subdivision improvements.

c. By acceptance of a deed to a Lot within the Property, Owner agrees that the Association and the Declarant have no obligations whatsoever for providing protection to persons on the Property. Furthermore, Owner acknowledges that the Property may have one or more gates at the entrances to assist in attempting to limit access to the Property to the residents therein and their invitees. Owner acknowledges and agrees, however, that the gates, if any, will be open during the hours for which Declarant needs access to the model homes, construction trailer(s) or for the development of the Property or construction of homes. After Declarant notifies the Association through its Board of Directors that Declarant no longer needs such regular access, the Association will determine the hours, if any, for which any gates will be open. Owner further acknowledges and agrees that said gates, if any, do not guarantee the security of Owner's personal safety or security of Owner's property. Owner acknowledges that the Declarant and the Association have no control over said gates and Owner hereby releases Declarant from all liability related to the gates. Owner agrees that it shall be the sole and exclusive obligation of Owner to determine and institute for themselves the appropriate security and any other precautions to protect from and against trespass, criminal acts and any other

dangers to Owner's safety and security of their property, because any gates in and of themselves will not protect Owner from and against said risks and dangers. Owner further agrees that the Declarant and the Association shall have no obligation whatsoever for providing protection to Owner or the Property from conditions existing within public or private streets, parks or common areas. Owner agrees that the Declarant and the Association shall not be liable for injuries or damage suffered by Owner resulting from any failure, defect or malfunction in a gate or equipment or personnel related thereto or acting in place of the gate (i) to restrict the Property to the residents and their invitees; or (ii) that limits the ability of Owner to leave or exit the Property by means of a gate. The Association shall have the responsibility for providing for gate access for all Owners, if gates are installed, and of maintaining all other systems for Owner identification and access.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws and the Homeowners' Association Rules, his right of enjoyment of the Common Area and facilities to members of his family, tenants, social and business invitees or contract purchasers who reside on the Property.

Section 5. Destruction of Common Area. In the event of a total or partial destruction of the Common Area, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover 85% of the repair or reconstruction, the Common Area shall be promptly repaired and rebuilt unless within 120 days from the date of such destruction, 75% or more of the Members entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than 85% of the cost of reconstruction, reconstruction may nevertheless take place if, within 120 days from the date of destruction, a majority of the Members elect to rebuild.

Section 6. Common Area and Blanket Easements.

a. Declarant hereby conveys to the Association a blanket easement over all of the Property for use and maintenance of all utilities and drainage as originally constructed by the Declarant, for the service of any dwelling(s), together with a right of ingress and egress over and across the easement areas for such purposes. Such utilities may include water, sewer, electric, cable, telephone, natural gas, and storm water. Each Owner is responsible for damage to or destruction of the easement area and all improvements on it caused directly or proximately by the acts or omissions of such Owner and any guests, invitees, residents, or other persons occupying or present upon said Lot.

b. Fire, police, health, sanitation (including trash collection) and other public service personnel and vehicles shall have and are hereby granted a permanent and perpetual easement for ingress and egress over and across the Common Areas.

c. Declarant hereby grants to all providers of public utility services, including but not limited to electric, telephone, cable, and street lights a utility easement for utility purposes and access over and across the front five feet of every lot adjacent to the roadways.

d. Declarant hereby grants to each Owner, their guests, invitees, residents, and visitors, and utilities providers, guests and invitees of the Association, and reserves to itself, its employees, agents, contractors, and invitees, a perpetual and non-exclusive easement over the Common Areas, for the purposes of ingress and egress to any area of the Property.

#### 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) 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.

(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 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.

(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.

(e) Exterior Maintenance Assessment. An Annual Exterior Maintenance Assessment to provide and be used for the exterior maintenance, repair, servicing, renewal, replacement or improvement of the exterior of each Lot, including reserves for any and all of the foregoing may be assessed.

Section 8. Reciprocal Easements. There are reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area adjacent thereto, and between adjacent Lots, for the maintenance, repair and reconstruction of any party wall or walls, as provided herein; for common fences between Lots; for lateral and subjacent support; for overhanging roofs, eaves and trees, if any, installed by Declarant, and for replacements thereof; for fences; for encroachments caused by the initial placement, settling or shifting of any improvements constructed, reconstructed or altered therein in accordance with the provisions of this Declaration; and for the drainage of ground and surface waters in the manner established by Declarant. To the extent not inconsistent with this Declaration, the general rules of common law apply to the foregoing easements. The extent of such easements for drainage, lateral and adjacent support and overhangs is that reasonably necessary to effectuate their respective purposes; and such easements of encroachment extend to a distance of not more than five feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point.

To the extent that any land or improvement which constitutes part of the Property, now or hereafter supports or contributes to the support of any land or improvement constituting another part of the Property, the aforesaid land or improvement, or both land and improvement is hereby burdened with an easement for support for the benefit of the Property or Lot as the case may be. The easement for support shall be an easement appurtenant and run with the land at law.

If any portion of the Common Area encroaches upon a Lot, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Lot by virtue of the Work performed by Declarant encroaches upon the Common Area or upon an adjoining Lot or Lots, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Area or on the Lots for the purposes of marketability of title. In the event a building on the Common Area or a Lot or any portion thereof is destroyed and then rebuilt, the Owners of the Lot or Lots agree that minor encroachments of parts of the Common Areas, or other Lots, because of such reconstruction shall be permitted and that an easement for such encroachment and the maintenance and repair of the same shall exist.

Section 9. Water Management Areas. The following restrictions apply to all areas within the Property, including Common Area and Lots.

a. The Lot Owners shall not remove native vegetation (including cattails) that become established within any wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, and cutting and the introduction of grass carp. Lot owners shall address any question regarding authorized activities within the wet detention pond to the Southwest Florida Water Management District, Tampa Permitting Office, Surface Water Regulation Manager.



b. No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to: digging or excavating; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. No vegetation in a wetland mitigation area or wet detention pond shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the Southwest Florida Water Management District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the Southwest Florida Water Management District in the Environmental Resource Permit may be conducted without specific approval from the District.

c. No Owner of Property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District Tampa Regulation Department.

d. No construction activities may be conducted relative to any portion of the Surface Water Management System facilities. Prohibited activities include, but are not limited to: digging or excavating; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System facilities. No vegetation in a wetland mitigation area or wet detention pond shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the Southwest Florida Water Management District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the Southwest Florida Water Management District in the Environmental Resource Permit may be conducted without specific approval from the District.

e. The Association shall maintain, as part of the common elements, any surface water management system facilities for the properties and comply with conditions of the permits from the Southwest Florida Water Management District (District) for the drainage system. The Association, shall, when requested by Declarant, accept transfer of any District permit for the Properties (now known as Lakewood Ridge Townhomes). The conditions may include monitoring and record keeping schedules, and maintenance of drainage systems and mitigation areas.

### **ARTICLE III** **LAKEWOOD RIDGE TOWNHOMES ASSOCIATION, INC.**

Section 1. Purpose. The Association shall be formed for the purpose of maintaining the

Common Area, and for such other purposes as set forth herein.

Section 2. Membership.

(a) Each Owner, by virtue of being an Owner and for so long as he is an Owner, shall automatically be a Member of the Association. Association membership shall be an interest appurtenant to title of each Lot and may not be separated from ownership of any Lot which is subject to assessment, as set forth herein, and shall be transferable only as part of the fee simple title to each Lot.

(b) The rights, duties, privileges and obligations of an Owner as a member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration and the Association Documents; provided, that, if a conflict arises between the Declaration and the Association Documents, the Declaration shall take priority.

Section 3. Voting. The Association shall have two classes of voting membership:

Class A. So long as there is Class B membership, Class A Members shall be all Owners, except the Declarant, and shall be entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A Members shall be all Owners, including Declarant so long as Declarant is an Owner, and each Owner shall be entitled to one vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons are Members, but there may be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted.

Class B. The Class B Member shall be the Declarant and as long as there is a Class B voting membership the Declarant shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, including Class B votes for any Property annexed or planned for annexation by Declarant,

(b) On January 1, 2010, or

(c) When the Declarant waives in writing its right to Class B membership.

Section 4. Rights and Obligations of the Association. The Association, in any event, shall have the duty and responsibility to maintain all irrigation systems and landscaping and signs constructed by the Declarant or the Association servicing the Common Area. The Association also may provide other services. The Association has the power to and shall operate



and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances.

Section 5. Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, the Association Documents or the Homeowners' Association Rules.

Section 6. Capital Improvements. Except for: (i) the replacement or repair of items installed by Declarant as part of the Work, if any; (ii) the repair and replacement of any personal property related to the Common Area; or (iii) as set forth in Article II, Section 5, the Association may not expend funds for capital improvements to the Common Area without the prior approval of at least two-thirds (2/3) of those Members authorized to vote thereon.

Section 7. Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Declaration and the Association Documents.

Section 8. Homeowners' Association Rules. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration. These regulations shall be binding upon Owners and the Association may impose reasonable monetary fines and other sanctions for violations of the rules which may be collected by lien and foreclosure as provided herein, in accordance with Chapter 617, Florida Statutes. All rules and regulations initially may be promulgated by the Board, subject to amendment or rescission by a majority of both classes of membership present and entitled to vote at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all time shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

No Owner, Occupant, or person residing within a Dwelling, or their invitees, may violate the Association's rules and regulations for the use of the Property, and all such persons shall comply with such rules and regulations at all times. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Property except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activity, condition

or structure. Without limitation, any rules or regulations will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books or when posted at a conspicuous place on the Property from time to time designated by the Association for such purpose.

Section 9. Powers and Authority. The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of the Articles of Incorporation of the Association and this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the Owners. Without in any way limiting the generality of the foregoing, the Association shall have the power and authority at any time and from time to time, and without liability to any Owner, to enter upon any Lot for the purpose of enforcing any and all of the provision called for herein, or for the purpose of maintaining and repairing any such Lot if for any reason whatsoever the Owner thereof fails to maintain and repair such Lot as required. The Association shall also have the power and authority from time to time, in its own name, or its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Association Documents and the Homeowners' Association Rules and to enforce, by mandatory injunction or otherwise, the provisions of this Declaration, the Association Documents, and the Homeowners' Association Rules.

Section 10. Indemnification of Officers and Directors. To the extent permitted by law, the Association shall, and all Owners as shareholders hereby agree that the Association shall, indemnify each officer, director, employee, and management contractor from any all expenses, including legal expenses, incurred arising out of such person's acts undertaken on behalf of the Association, unless such acts were both adverse to the Association and resulted in personal gain to the person. This provision is self executing, and the Association may also take any action desired to carry out its purposes.

Section 11. Cable Television System. The Association may contract with a franchised cable television operator to provide cable television service in bulk to all of Lakewood Ridge Townhomes. This service may include channels for security information and for a community bulletin board. If the Association enters into such an agreement, each Lot shall pay for such cable television charges as part of the monthly payment of the annual assessment.

Section 12. Termination of Association. If the Association ceases to exist, all of the Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility.

## **ARTICLE IV ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, hereinafter referred to as "Annual Assessments", (ii) special assessments for capital improvements including working capital improvement fund, hereinafter referred to as "Special Assessments", (iii) specific assessment for accrued liquidated indebtedness to the Association hereinafter referred to as "Specific Assessments," and (iv) assessments for property taxes on Common Area, such assessments to be established and collected as hereinafter provided. The Annual, Special and Specific Assessments, hereinafter collectively referred to as "Assessments", together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. The Assessments, together with interest, costs, and reasonable attorney's fees and paralegal fees together with any sales or use tax thereon, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessments fell due. However, the personal obligation of an Owner for delinquent Assessments shall not pass to said Owner's successors in title unless expressly assumed in writing by such successor.

**Section 2. Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the purpose of carrying out the rights and obligations of the Association as defined in this Declaration, including but not limited to the acquisition, management, insurance, improvement, restoration, renovation, reconstruction, replacement, and maintenance of the Common Area; the maintenance of a reserve fund for the replacement of the Common Area and all improvements thereon, anticipated to be required in the future; the enforcement of the Declaration and Association Documents; the enforcement of Design Standards of the Architectural Control Committee; the payment of operating costs and expenses of the Association; the operation of any entry gates; and the payment of all principal and interest when due and all debts owed by the Association.

**Section 3. Annual Assessment.** The Annual Assessment shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the Property, including (i) the operation, management, maintenance, repair, servicing, security, renewal, replacement and improvements of the Common Area including the Surface Water Management System Facilities, monitoring and maintenance of any wetland mitigation areas until the Southwest Florida Water Management District determines that the area is successful in accordance with the Environmental Resource Permit, and the establishment of reserve accounts for all such items; and (ii) the cost of labor, equipment, materials, management and water management system, operating the entry gates, if any, and those other responsibilities as outlined herein, (iii) all other

general activities and expenses of the Association, including the enforcement of this Declaration, and (iv) exterior maintenance assessment as set out in Section 7, Article II.

Section 4. Maximum Annual Assessment. At least thirty (30) days before the expiration of each year, the Board will prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing year. If such budget requires an Annual Assessment of not more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, the assessment so proposed will take effect at the commencement of the next ensuing year without further notice to any Owner. If such budget requires an Annual Assessment that is more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, however, the Board must call a membership meeting as stated herein. In computing the applicable percentage of the new annual assessment for the above determination, any increase due to an increase in utility charges for the common area or cable televisions charges shall not be included, but shall be automatically passed on as part of the assessment. A majority of those Members present and authorized to vote and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without notice to any Owner. If the proposed assessment is disapproved, a majority of the Members present who are authorized to vote and voting will determine the Annual Assessment for the next fiscal year, which may be any amount not exceeding that stated in the meeting notice. Each Annual Assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any valid action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the Annual Assessment then in effect will automatically continue for the ensuing fiscal year, increased only by any increase in utility charges and cable fees. The Board may increase the annual assessment at any time during the year to provide for an increase in utility charges for the common area, or cable television charges for Lots.

Section 5. Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessment authorized above, the Association may levy special assessments as follows:

(a) Upon sale of the first Lot by the Declarant to a third party, a special assessment for a working capital fund, up to six (6) months' estimated regular assessment may be assessed which shall be due and payable upon conveyance of each Lot to a third party. The aggregate working capital fund established by such special assessment shall be accounted for separately, and shall be available for all necessary expenditures of the Association.

(b) In an assessment year, a special assessment (in addition to the annual assessment or the assessment provided in subsection (a) above) which is applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon

the Common Area required to be maintained by the Association, including fixtures and personal property related thereto may be assessed. The Association shall separately account for the proceeds of such special assessments and proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question, provided such assessment first is approved by a majority of the Members present and voting in person or by proxy at a meeting duly convened for such purpose. Any such special assessment shall be due on the date fixed by, and may be payable in one or more installments (with or without interests), as the Board determines.

Section 6. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay such indebtedness within thirty (30) days after written demand. This shall include fines levied pursuant to Chapter 617, Florida Statutes, for the actions of any Owner, or guest, invitee, or family member of such Owner. This shall also include payment for water or sewer utility services as provided in Section 18 below. Specific Assessments shall also include water and sewer charges pursuant to Section 18 hereof.

Section 7. Property Taxes. Because the interest of each Owner in the Common Area is an interest in real property appurtenant to each Lot, and because no person other than an Owner has the right to the beneficial use and enjoyment of the Common Area, Declarant intends that the value of the interest of each Owner in the Common Area entitled to its use be included in the assessment of each Lot for local property tax purposes. Declarant further intends that any assessment for such purposes against the Common Area shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Lots. If the local taxing authorities refuse to so assess the Common Area with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Area in excess of Five Hundred and No/100 Dollars (\$500.00), and in the event the Annual Assessment does not include any such excess property taxes on the Common Area, then the amount of such excess may be specially assessed by the Board of Directors in its discretion in the following manner: the amount of such excess with respect to the Common Area shall be divided by the number of Lots within the Property and the quotient shall be the amount of such special assessment which may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due.

Section 8. Notice and Quorum for Any Action Authorized Under Article IV. Written notice of any meeting called for the purpose of taking action authorized to increase the Annual Assessment shall be sent to all Members authorized to vote, not less than 10 days nor more than



30 days, in advance of the meeting; and for all other Assessments notice shall be sent to all Members authorized to vote, not less than 5 business days nor more than 10 days in advance of the meeting.

Section 9. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except that Declarant, at its election, in lieu of paying Annual Assessments may contribute to the Association such amounts as are necessary to fund any difference between the Association's operating expenses and the Annual Assessments collected from Owners other than Declarant. The share of each Lot in payment of the assessments for common expenses shall be a fraction the numerator of which is one and the denominator is the total number of Lots subject to assessment under this Declaration. This fraction is 1/168.

Section 10. Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all sums collected in such year by way of Annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 11. Date of Commencement. The Annual Assessments provided for herein shall commence as to all Lots as of the date of the conveyance of a lot to a Class A member.

Section 12. Certificate as to Status of Payment. Upon written request of an Owner, the Association shall, within a reasonable period of time, issue a certificate to that Owner giving the status of all Assessments, including penalties, interest and costs, if any, which have accrued to the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided shall be conclusive and binding with regard to any matter therein stated. Notwithstanding any other provision of this Section, a bona fide purchaser of a Lot from an Owner to whom such a certificate has been issued shall not be liable for any Assessments that became due before the date of the certificate that are not reflected thereon and the Lot acquired by such a purchaser shall be free of the lien created by this Article to the extent any such Assessment is not reflected.

Section 13. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection (including reasonable attorneys' fees and paralegal fees, plus any applicable sales or use tax thereon, including those for trial and all appellate proceedings), are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any first Mortgage encumbering such Lot, as provided herein; but all other Persons acquiring liens on any Lot, after this Declaration is recorded, are

deemed to consent that such liens are inferior to the lien established by this Declaration whether or not such consent is set forth in the instrument creating such lien. The recording of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time may, but is not required to, record a notice of lien against any Lot to further evidence the lien established by this Declaration.

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. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Associations' 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 abandonment of his Lot.

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 16. Homesteads. By acceptance of a conveyance of title to any Lot, each Owner is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owners irrevocably waive the benefit of any homestead exemption otherwise available with respect to all amounts validly secured by such lien.

Section 17. Special Assessments. Each Owner shall be responsible for any special assessments by any entity of government made with regard to such Owner's property, including capacity assessments made by Hillsborough County.

Section 18. Utility Assessments. The Association may choose to have the subdivision metered for water and wastewater utilities as a whole, and either individually meter individual residences 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 costs of meter reading. 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 such assessment.

## **ARTICLE V**

### **ARCHITECTURAL CONTROL COMMITTEE**

Section 1. Creation and Composition. The "Architectural Control Committee" shall mean, as follows: Until all the Lots in Lakewood Ridge Townhomes have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Control Committee shall mean the Declarant, and shall not be a committee of the Association. At such time as all of the Lots in Lakewood Ridge Townhomes have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Declarant shall notify the Association and all the Owners of Lots in Lakewood Ridge Townhomes to that effect, and, thereupon, the Declarant's rights and obligations as the Architectural Control Committee shall forthwith terminate. Thereafter, the Association shall have the right, power, authority, and obligation to establish a successor Architectural Control Committee as a committee of the Association in accordance with the Association Documents and prescribe rules and regulations pursuant to which such Committee shall act.

Section 2. Design Standards. The Architectural Control Committee shall from time to time, subject to this Declaration and the Association Documents, adopt, promulgate, amend, revoke, and enforce guidelines, hereinafter referred to as the "Design Standards" for the purposes of:

- (i) governing the form and content of plans and specifications to be submitted to the Architectural Control Committee for approval pursuant to this Declaration;
- (ii) governing the procedure for such submission of plans and specifications; and
- (iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any Structure, and all other matters that require approval by the Architectural Control Committee pursuant to this Declaration.
- (iv) establishing guidelines for approval of landscaping changes and maintenance of structures, including roof replacement.



Generally, exterior modifications to the structures constructed by Declarant are discouraged and will not be approved. In reviewing any particular application, the Committee shall consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; and (ii) preserve the value and desirability of the Property as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Property as a residential community.

Section 3. Review and Approval of Plans. No exterior change shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the Architectural Control Committee for written approval (i) as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of Lakewood Ridge Townhomes, (ii) as to the size, height, and location of the Structure in relation to surrounding Structures and topography and finished ground elevation, and (iii) shall be consistent with the provisions of this Declaration. No landscaping may be added to the front yard of any Lot without approval of the Architectural control committee. In the event the Architectural Control Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted in writing, the proposal shall be deemed to be disapproved by the Architectural Control Committee. The Committee may impose a fee for the costs involved with such approval.

Such plans and specifications shall be in such form and shall contain such information as may be reasonable required by the Architectural Control Committee.

Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

Notwithstanding anything to the contrary, the Architectural Control Committee may request changes in any plans or Structures that are completed or being built if required by Law and neither the Declarant nor the Architectural Control Committee shall be liable for damages.

In regards to any plans and specifications approved by the Architectural Control Committee neither Declarant, nor any member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications, nor for any structural defects in any work done according to such plans and specifications nor for the failure of the plans and specifications to comply with any Law. Further, neither Declarant, nor any member of the Architectural Control Committee shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right the Architectural Control Committee provided for in this Declaration. Every Person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submissions of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant, or any member of the Architectural Control Committee, to recover for any such damage.

Prior to the issuance of a certificate as set out in section 4 below, any employee or agent of the Architectural Control Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Architectural Control Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 4. Certification by Architectural control committee. At the request of any Owner, the Association from time to time will issue, without charge, a written certification that the improvements, landscaping, and other exterior items situated upon such Owner's Lot have been approved by the Architectural Control Committee, if such is the case.

Section 5. Violations. If any Structure shall be erected, placed, maintained, or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall notify the Board of the Association. If the Board of the Association shall agree with the determination of the Architectural Control Committee with respect to the violation then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable

detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have and be entitled to, in addition to any other rights set forth in this Declaration, all rights and remedies at law or in equity. Actions of the Board are final.

Section 6. Partial Delegation to Association. At any time prior to the termination of Declarant's responsibilities as provided in Section 1 above, Declarant may delegate to a committee of the Association the responsibilities of the Architectural Control Committee with regard to any activities on individual Lots which have been fully developed, permanent improvements constructed thereon, and sold to permanent residents. The Declarant may then retain all other duties of the Architectural Control Committee with regard to new construction.

## **ARTICLE VI**

### **GENERAL COVENANTS AND RESTRICTIONS**

The following covenants, conditions, restrictions, and easements are herewith imposed on the Property:

**Section 1. Signs.** No signs, except one (1) "For Sale or Lease" sign not exceeding four (4) square feet in surface area displayed in the front portion of a Lot (and in no other location) and one sign of not more than one (1) square foot used to indicate the name of the resident, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, Declarant specifically reserves the right for itself, its successors, nominees, assigns, and the Association, to place and maintain any and all signs it may deem necessary, regardless of whether or not the sign complies with the mandates of the Association, in connection with construction, marketing, sales, and rental of Residences and Lots, and identifying or informational signs, anywhere on the Property.

**Section 2. General Prohibitions.** No activity is permitted, nor may any object or substance be kept, stored, or permitted anywhere within the Property in violation of law. No Owner shall cause or permit any unreasonable or obnoxious noises or odors or waste and no obnoxious, destructive, illegal, or offensive activity that constitutes a nuisance to any Owner or to any other person lawfully residing within the Property is permitted anywhere within the Property. This provision shall not apply to the activities of Declarant in construction, maintenance or sale of Dwellings. No storage or temporary placement of any items, including bicycles, motorcycles, or watercraft is permitted on the Common Area.

**Section 3. Use of Lots.** Each Lot may be improved and used for residential purposes only and only one residence, approved in accordance with Article V, may be constructed thereon. No trade, business, or profession of any kind may be conducted on any Lot except for

the business of the Declarant and its transferees in developing the Property or a home occupation as approved by Hillsborough County.

**Section 4. Animals.** No animals, livestock, or poultry may be raised, bred or kept anywhere within the Property, except that no more than two (in the aggregate) dogs, cats or other conventional household pets may be kept upon any Lot so long as they are not kept, bred or maintained for any commercial purpose. Each Owner shall have the responsibility to clean up the waste produced by his or her pet immediately. No pet shall be permitted to run at large outside a Lot. Each Owner and Occupant shall insure that his pet shall not disturb other Owners and Occupants with excessive or repetitive noise. All pets outside a Dwelling shall be properly leashed or shall be kept within an approved fence, shall be otherwise controlled in whatever manner is most practical on or off a Lot, and shall be subject to all applicable local ordinances existing from time to time. No outside animal pen, cage or shelter shall be constructed or permitted.

**Section 5. Trash.** Except for regular curbside collection and disposal, no rubbish, trash, garbage or other waste material or accumulations may be kept, stored or permitted anywhere within the Property, except inside a Dwelling, or in sanitary containers completely concealed from view. No trash containers shall be placed at curbside for pickup more than twenty-four (24) hours prior to the scheduled pickup.

**Section 6. Appurtenances.** No porch, deck, patio, fence, screened enclosure, carport or 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. 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.

Notwithstanding the above provision, each Lot shall be permitted to install and maintain one (1) satellite dish antenna of not more than one meter in diameter, at a location and in a manner as may be approved by the Architectural control committee. The structure shall not be visible from the street.

**Section 7. Storage of Vehicles, Water Craft, Machinery or Equipment.** Except as specifically permitted hereinafter, no vehicle (motorized or non-motorized, licensed or not), no

water craft (motorized or non-motorized) and no trailer of any kind (licensed or not), or any other machinery or equipment (whether mobile, licensed or not) shall be parked or stored on any Lot, sidewalk, public or private right-of-way within the Property, or any portion of the Common Area. Except and to the extent that it is parked temporarily and is in use for construction, repair or maintenance of a Lot or Dwelling or the Common Areas, the foregoing prohibition shall include all of the foregoing items which are of a commercial character.

Notwithstanding the foregoing, "permitted vehicles" may be parked in driveways. A "permitted vehicle" shall mean a licensed motor vehicle which is (i) a passenger automobile or van (including a high-top conversion van or sport vehicle with oversized tires, but excluding a motor-home or recreational vehicle), (ii) a motorcycle, or (iii) a pickup truck, whether or not the bed has been enclosed, provided such pick-up truck can be otherwise completely concealed within a standard sized garage, or (iv) water craft on a trailer, provided such water craft can be otherwise completely concealed within a standard sized garage and provided in each instance that any such vehicle has a current license tag. A "permitted vehicle" shall not include a vehicle used for commercial purposes, including vehicles containing racks, tool storage units (excluding low-profile units installed parallel to and immediately behind the cab), and vehicles displaying commercial signage. None of the foregoing items which are inoperative or abandoned shall be permitted on any Lot for a period in excess of forty-eight (48) hours unless such item is entirely within a garage. No major repairs shall be performed on any such items on any Lot except within a garage and under no circumstances shall such repairs be performed if they result in the creation of an unsightly or unsafe condition as determined by the Board. Unless specifically designated by the Board for parking, no temporary parking shall be permitted on any Common Area. Owner must comply with all regulations of the County regarding parking.

Parking spaces may be assigned by the Board of Directors to individual Lots. Any violation of the parking plan adopted by the Board shall be considered a violation of the Association rules and regulations.

**Section 8. Dwellings.** Only one Dwelling may be constructed on any Lot. No trailer, manufactured home, manufactured building, mobile home, tent, shack, garage, barn, storage shed, structure of a temporary character, or other outbuilding shall be constructed or parked on any Lot at any time, except for a construction shack, security trailer, temporary structure or temporary toilet during construction of a Dwelling by Declarant or its transferees. Any Dwelling constructed on a Lot shall be in accord with the front yard and rear yard setback requirements set forth in Hillsborough County Zoning Regulations. No structural or non-structural additions shall be permitted without written permission of the Architectural control committee. All driveways and sidewalks shall be constructed, reconstructed or repaired with the materials and in the manner in which they were originally constructed, and no colors, coatings, pavers, epoxies or similar treatments shall be permitted.

**Section 9. Access By Association.** The Association has a right of entry onto each Lot (but not inside a Dwelling) to the extent reasonably necessary to discharge its rights or duties of exterior maintenance, if any, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted by this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any Dwelling shall not be made without the consent of its Owner or Occupant for any purpose, except pursuant to Court order or other authority granted by Law. No Owner shall withhold consent arbitrarily to entry upon a Lot by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

**Section 10. Fences.** No fences shall be erected or maintained on any Lot, except as installed by the Declarant as part of the Work or as approved by the Architectural Control Committee. Wooden fences are hereby prohibited. Any fence erected or constructed by any Owner shall be made of white PVC or similar materials, and such fences shall be subject to approval of the Architectural Control Committee. Owners are hereby placed on notice that construction of a fence may require the Owner to assume responsibility for maintenance of the enclosed yard.

**Section 11. Replacement.** In the event a Dwelling is damaged or destroyed by casualty, hazard or other loss, then within twelve (12) months after such incident, the Owner shall either rebuild or repair the damaged Dwelling or promptly clear the damaged improvements and re-sod and landscape the Lot in a sightly manner.

**Section 12. Mailboxes.** The Architectural control committee may approve a standard mailbox design for use throughout the Property. No mailboxes shall be installed which do not meet the adopted standard, if any, or are approved by the Architectural control committee.

**Section 13. Maintenance of Entry Wall.** Any wall or fence adjacent to any entrance or boundary to the subdivision, shall be maintained on the interior and exterior of such wall and any structural repair or reconstruction shall be the responsibility of the Association.

**Section 14. Lease and Ownership Restrictions.** No Lot or dwelling may be leased for a term of less than seven months. A copy of all leases shall be provided to the Association prior to occupancy by any tenant.



## ARTICLE VII

### GENERAL PROVISIONS

Section 1. Enforcement. Each Lot Owner shall comply strictly with the covenants, conditions, restrictions, and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Declarant, the Architectural Control Committee, the Association, or any Lot Owner, jointly and severally, shall have the right in addition to procedures set out in Article V, Section 5 and Article II, Section 7, to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. If any Owner or the Association is the prevailing party in any litigation involving this declaration, then that party also has a right to recover all costs and expenses incurred (including reasonable attorneys' fees and paralegal fees together with any applicable sales or use tax thereon). However, no Owner has the right to recover attorney's fees from or against the Association, unless provided by Law. Failure by the Declarant, the Architectural Control Committee, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the above rights, the Association and the Architectural Control Committee shall have a Right of Abatement if the Owner fails to take reasonable steps to remedy any violation or breach within thirty (30) days after written notice sent by certified mail. A Right of Abatement, as used in this Section means the right of the Association or Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach, or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions; provided, such entry and such actions are carried out in accordance with the provisions of this Article. The cost thereof including the costs of collection and reasonable attorneys' fees, and paralegal fees (together with any applicable sales or use tax thereon) together with interest thereon at eighteen percent (18%) per annum, shall be a binding personal obligation of such Owner, enforceable at law, and shall be a lien on such Owner's lot enforceable as provided herein.

The Southwest Florida Water Management District has the right to take enforcement measures, including a civil action for injunction and penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

Section 2. Severability. If any term or provision of this Declaration or the Association Documents or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Declaration and the

Association Documents, and the applications thereof, shall not be affected and shall remain in full force and effect and to such extent shall be severable.

Section 3. Duration. This Declaration, inclusive of all easements reserved by or on behalf of the Declarant or Association, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is filed for record in the Public Records of Hillsborough County, Florida, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record Owners of all of the Lots has been recorded, agreeing to change this Declaration in whole or in part.

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 the Members entitled to cast two-thirds (2/3) 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.

Notwithstanding any provision of this Section to the contrary, the Declarant hereby reserves and shall have the right to amend this Declaration, from time to time, for a period of five (5) years from the date of its recording to make such changes, modifications, and additions therein and thereto as may be requested or required by FHA, VA, Southwest Florida Water Management District, or any other governmental agency or body generally or as a condition to, or in connection with such agency's or body's agreement to make purchase, accept, insure, guaranty, or otherwise approve loans secured by mortgages on Lots, provided any such amendment does not destroy or substantially alter the general plan or scheme of development of Lakewood Ridge Townhomes. Any such amendment shall be executed by the Declarant and shall be effective upon its recording. No approval or joinder of the Association, any other Owners, any Mortgagee, or any other party shall be required or necessary for any such amendment. Every purchaser or guarantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

Any amendment affecting the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall have the prior written approval of the Southwest Florida Water Management District.



Section 5. Amplification. The provisions of this Declaration are amplified by the Association Documents; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Association Documents on the other be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

Section 6. Permission. When any act by any party affected by this Declaration, which by the terms of this Declaration requires the permission or consent of the Declarant, such permission or consent shall only be deemed given when it is in written form, executed by the Declarant.

Section 7. Applicable Law. The law of the State of Florida shall govern the terms and conditions of this Declaration.

Section 8. Definitions. Whenever used herein and appropriate, the singular shall include the plural, the plural shall include the singular, and any gender shall include the others.

Section 9. Captions. The captions in this Declaration are for convenience only and shall not be deemed to be part of this Declaration or construed as in any manner limiting the terms and provisions of this Declaration to which they relate.

Section 10. Notice. Unless otherwise stated herein, any notice required or permitted to be given pursuant to this Declaration shall be in writing sent by prepaid, first class mail to such address of the Person to be notified as such Person may have designated or as would be reasonably anticipated to effectuate receipt of the notice. Any such notice shall be effective upon mailing in conformity with this Declaration. If any Person consists of more than one Person or entity, notice to one as provided herein shall be notice to all.

## **ARTICLE VIII DISCLAIMER OF LIABILITY OF ASSOCIATION**

Notwithstanding anything contained herein or in the Articles of Incorporation, By-Laws, any rules or regulations of the association or any other document governing or binding the Association (collectively the "Association Documents"), neither the Association nor the Declarant nor any officer or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of Lakewood Ridge Townhomes including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Hillsborough County and/or any other jurisdiction or the preventions of tortious activities; and

(c) any provisions of the Association Documents setting forth the uses of assessments which are related to health, safety security and/or welfare shall be interpreted and applied only as limitations of the uses of assessment funds and not as creating a duty of the association to protect or further the health, safety security or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

(d) The Association may employ the use of security cameras and portions of the community cable television system for security purposes. This service will be without backup and available only to cable television customers. The operation of this system by the Association is for the convenience of Owners only. The Association, Declarant, and all agents thereof shall have no liability to any person regarding the operation or failure of operation of such security camera system.

Each owner (by virtue of his acceptance of title to his lot) and each other person having an interest in or lien upon, or making any use of, any portion of the properties (by virtue of accepting such interest or lien or making such uses) shall be bound by this article and shall be deemed to have automatically waived any and all rights, claims demands and causes of action against the association arising from or connected with any matter for which the liability of the Association has been disclaimed in this article.

As used in this article, "Association" shall include within its meaning all of association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns, the provisions of this article shall also inure to the benefit of the Declarant, which shall be fully protected hereby.

**ARTICLE IX**  
**INSURANCE AND CASUALTY LOSSES; CONDEMNATION**

**Section 1. Insurance.** Insurance, other than title insurance, which shall be carried upon the Common Area shall cover the following provisions.

(a) Authority to Purchase. All insurance policies upon the Common Area shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the personal liability, personal dwelling unit, personal property or living expenses of any Owner but the owner shall obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association.

(b) Coverage.

1. Casualty. All buildings and improvements in the Common Area and all personal property included in the Common Area shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against: (i) Loss or damage by fire 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 building similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

2. Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association.

3. Worker's Compensation To meet the requirements of Law.

4. Other. Such other insurance as the Board Directors of the Association shall determine from time to time to be desirable.

(c) Premiums. Premiums for the described insurance shall be a common expense, collected from Owners within The Traditions as part of the Annual General Assessment. Premiums shall be paid by the Association.

(d) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.

(e) Distribution of Proceeds. Proceeds of insurance policies received by the

Association shall be distributed and used by the Association as the Board of Directors may determine.

**Section 2. Condemnation.** In the event that any portion of the Common Area shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Common Area by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association and shall be distributed to the Association and to any owner who is directly, adversely affected by the condemnation, as their respective interests may appear.

## **ARTICLE X PARTY WALLS, ROOFS, AND UTILITY CONNECTIONS**

**Section 1. General Rules of Law to Apply.** Each wall or fence built as a part of the Work upon the Property and placed on the dividing line between Lots, and the roofs between Lots for attached units, are considered to be a party wall, fence or roof. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage caused by negligence or willful acts or commissions apply to the ownership, maintenance and use of such walls, fences and roofs.

**Section 2. Sharing of Repair and Maintenance.** The cost of reasonable repair, maintenance and replacement of a party wall, fence and roof shall be shared by the Owners who make use of the wall, fence and roof in proportion to such use.

**Section 3. Destruction by Fire or Other Casualty.** If a party wall, fence or roof is destroyed or damaged by fire or other casualty and is not covered by insurance, any owner who has used the wall, fence or roof may restore, it; and, if other Owners thereafter make use of the wall, fence or roof, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

**Section 4. Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes any party wall, fence or roof to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

**Section 5. Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Lot affected and shall pass to and bind each such owner's successors in title.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed on the day and year first above written.

Executed and declared in  
the presence of:

Lakewood Townhome Developers, Inc.

Cheryl Frankel

Cheryl Frankel  
(Print name signed above)

Jessica Hinds

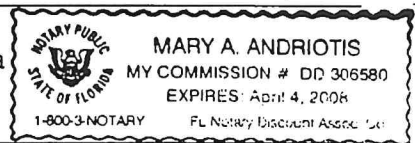
Jessica Hinds  
(Print name signed above)

Eric D. Isenbergh  
Eric D. Isenbergh, President

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me 3rd day of June, 2004 by Eric D. Isenbergh, as president of Lakewood Townhome Developers, Inc., a Florida corporation, who is personally known to me or who produced N.A. as identification.

Mary A. Andriotis  
Notary Public  
State of Florida



My Commission Expires: April 4, 2008

(Printed, Typed or Stamped Name of  
Notary)

Commission Number: DD 306580

JOINDER AND CONSENT

Bank of America, owner and holder of a mortgage on the Property described above as Lakewood Ridge Townhomes, recorded 29<sup>TH</sup> day of JANUARY, 2004 at O. R. Book 13507, page 1386, of the public records of Hillsborough County, Florida, hereby joins in and consents to the Declaration.

Executed and declared in  
the presence of:

Bank of America,  
a Florida corporation, by

Shelli Bushway

Shelli Bushway  
(Print name signed above)

Jackie F. Perdue  
Jackie F. Perdue  
(Print name signed above)

[Signature]

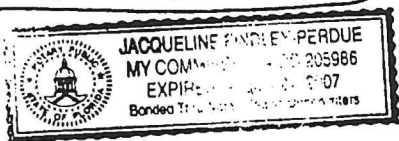
Dean W. Kuna  
As its

**Dean W. Kuna**  
**Senior Vice President**

(Corporate seal)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me 4<sup>th</sup> day of June, 2004, by Dean W. Kuna, as SVP of Bank of America, a Florida corporation, who is personally known to me or who produced \_\_\_\_\_ as identification.

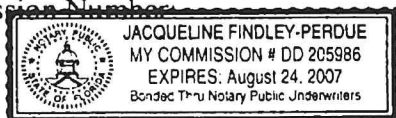


Jacqueline Findley-Perdue  
Notary Public  
State of Florida  
**Jacqueline Findley-Perdue**

My Commission Expires:

(Printed, Typed or Stamped Name of  
Notary)

Commission Number:



052804 Lakewood Ridge

33

Premier Design Homes  
9950 Princess Palm Ste 102  
Tampa, FL 33619

Prepared By and Return To:  
Molloy & James  
325 South Boulevard  
Tampa, Florida 33606

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INSTR # 2005082483

0 BK 14728 PG 1928

Pgs 1928 - 1929: (2pgs)

RECORDED 03/01/2005 02:13:36 PM

CLERK OF COURT

HILLSBOROUGH COUNTY

DEPUTY CLERK J Anglin

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

**THIS AMENDMENT** is made this 15<sup>th</sup> day of March, 2005 by Lakewood Townhome Developers, Inc., hereinafter called "Declarant", 9950 Princess Palm Avenue, Suite 102, Tampa, Florida 33619.

**WHEREAS**, Declarant previously recorded that certain Declaration of Covenants, Conditions and Restrictions of Lakewood Ridge Townhomes, beginning at Official Records Book 13926, Page 738, of the Public Records of Hillsborough County, Florida, (the "Declaration"); and

**WHEREAS**, Declarant hereby amends that certain Declaration as required by the Hillsborough County Health Department, pursuant to Article VII, Section 4, which shall be effective upon recording;

**NOW THEREFORE**, the Association hereby amends the Declaration as follows:

1. Section 18, Article IV, is hereby deleted in its entirety and the following Section 18 is substituted therefore:

Water and Wastewater Fees. The Association shall pay the water and wastewater fees as billed by Hillsborough County. Individual lots or condominium units will not be sub metered. The water and wastewater fees will be an expense of the Association and will be included in the annual assessment. This assessment provision may not be amended without first notifying the Health Department. In addition to the other remedies specified in this Article, after ten days notice of failure to pay assessments in excess of sixty days past the due date, the Association may physically terminate water service for failure of the Owner to timely pay such assessment.

2. The remaining terms of the Declaration shall remain in full force and effect.

WITNESSES:

Mary A Andriotis

Mary A Andriotis

Please Print Name

[Signature]

Scott J. Dispensa

Please Print Name

Lakewood Townhome Developers, Inc.,  
a Florida corporation

By:

[Signature]  
Eric D. Isenbergh, President  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1 day of March, 2005 by Eric D. Isenbergh, as President of Lakewood Townhome Developers, Inc., a Florida corporation, on behalf of said corporation. He is personally known to me or has produced personally known as identification and did (did not) take an oath.

My Commission Number:

My Commission Expires:

Jessica Hinds  
Notary Public  
Jessica Hinds  
Print Name





Prepared By and Return To:  
Molloy & James  
325 South Boulevard  
Tampa, Florida 33606 ✓

INSTR # 2005096311

O BK 14760 PG 1745

Pgs 1745 - 1746: (2pgs)

RECORDED 03/10/2005 01:46:34 PM  
CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK B King

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

**THIS AMENDMENT** is made this 9<sup>th</sup> day of March, 2005 by Lakewood Townhome Developers, Inc., hereinafter called "Declarant", 9950 Princess Palm Avenue, Suite 102, Tampa, Florida 33619.

**WHEREAS**, Declarant previously recorded that certain Declaration of Covenants, Conditions and Restrictions of Lakewood Ridge Townhomes, beginning at Official Records Book 13926, Page 738, of the Public Records of Hillsborough County, Florida, (the "Declaration"); and

**WHEREAS**, Declarant amended the Declaration at Official Records Book 14728 Page 1928 of the public records of Hillsborough County but the Health Department required additional language, thus Declarant hereby amends that certain Declaration as required by the Hillsborough County Health Department, pursuant to Article VII, Section 4, which shall be effective upon recording;

**NOW THEREFORE**, the Association hereby amends the Declaration as follows:

1. Section 18, Article IV as amended in Official Records Book 14728, page 1928 of the public records of Hillsborough County, is hereby deleted in its entirety and the following Section 18 as written by the Health Department is substituted therefore:

**Water and Wastewater Fees.** The developer of Lakewood Townhomes do 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. This section may not be amended without first notifying DEP or their assignee.

2. The remaining terms of the Declaration shall remain in full force and effect.

3. This document is being re-recorded to insert official records book and page numbers.

WITNESSES:

Ann M. Barba

Ann M. Barba  
Please Print Name

Philip M. Buxton

Philip M. Buxton  
Please Print Name

Lakewood Townhome Developers, Inc.,  
a Florida corporation

By: [Signature]  
Eric D. Isenbergh, President  
(Corporate Seal)

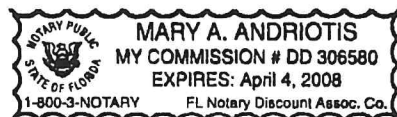
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 9th day of March, 2005 by Eric D. Isenbergh, as President of Lakewood Townhome Developers, Inc., a Florida corporation, on behalf of said corporation. He is personally known to me or has produced N.A. as identification and did (did not) take an oath.

My Commission Number: DD306580

My Commission Expires: April 4, 2008

Mary A Andriotis  
Notary Public  
Mary A Andriotis  
Print Name



This Instrument Prepared by and Return to:  
Robert L. Tankel, Esquire

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

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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 C. Hobbs  
Chad Hobbs, President

Attest: Julie Hirsch  
Julie Hirsch, Secretary

STATE OF FLORIDA                     )  
  )  
COUNTY OF HILLSBOROUGH        )

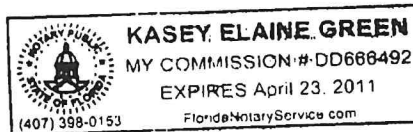
BEFORE ME, the undersigned authority, personally appeared Chad Hobbs and Julie Hirsch, to me known to be the President and Secretary, respectively, of LAKEWOOD RIDGE TOWNHOMES ASSOCIATION, INC., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as 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

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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.

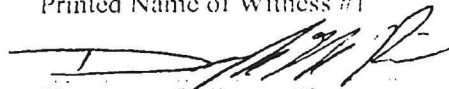
IN WITNESS WHEREOF, we have affixed our hands this 29 day of April, 2010 at Hillsborough County, Florida.

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

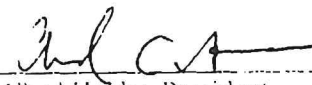
WITNESSES:


  
Signature of Witness #1

Pamela Pinner  
Printed Name of Witness #1

  
Signature of Witness #2

Douglas Pinner  
Printed Name of Witness #2

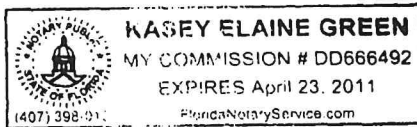
By:  President  
Chad Hobbs, President

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.

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

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

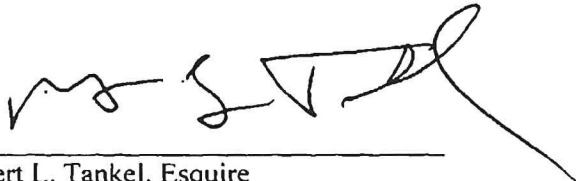
**AFFIDAVIT OF SCRIVENER'S ERROR**

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."

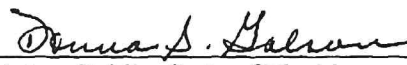
FURTHER AFFIANT SAYETH NOT.

  
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:

Prepared by and Return to:  
Daniel F. Pilka, Esquire  
Pilka Adams & Reed, P.A.  
330 Pauls Drive, Suite 100  
Brandon, Florida 33511  
(813) 653-3800

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**CORRECTED 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 01<sup>st</sup> day of January, 2026.

WITNESS

[Signature]  
Print name: James Landgren

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

WITNESS

[Signature]  
Print name: Monica Olmos

By: [Signature] Pres.  
Its President  
Print name: John Gunther

Attested by: [Signature]  
Its Secretary

Print name: Rhonda Creacy

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

BEFORE ME personally appeared John Gunther and Rhonda Creacy, 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 21<sup>st</sup> day of January, 2026.



[Signature]  
Notary Public, State of Florida

Print, Type or Stamp Name of Notary

☐ Personally known to me, or

☒ Produced identification

Type of identification produced:

Florida Drivers License

Bylaws

Bylaws (original)

Amended and Restated Bylaws

Exhibit B  
BY-LAWS  
OF  
LAKEWOOD RIDGE TOWNHOMES ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION.

The name of the corporation is Lakewood Ridge Townhomes Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 9950 Princess Palm Avenue, Suite 102, Tampa, Florida 33619, or at such other place as is designated by the Board of Directors, but meetings of members and directors may be held at such places within Hillsborough County, Florida as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

The definitions as set out in the Declaration of Covenants, Conditions and Restrictions of Lakewood Ridge Townhomes (Declaration) are hereby incorporated by reference.

ARTICLE III  
MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during the last quarter of the year, as established by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who

are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of limited or general proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in these By-Laws, Articles of Incorporation or Declaration, decisions shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

Section 5. Proxies. At all meetings of members, each member may vote in person or by limited proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the

homeowner who executes it. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or By-Laws or for any matter that requires or permits a votes of the homeowners.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by an initial board of three (3) directors, consisting of Carol Fezzey, Scott Dispenza, and Mary Andriotis. Thereafter the Board of Directors shall consist of a least three (3) members.

Section 2. Term of Office. The term of office for all directors is one year. The initial directors of the Association set forth in the Articles of Incorporation shall hold office until the first annual meeting.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the

Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Use of Proxy. For election of members of the Board of Directors, homeowners shall vote in person at a meeting of the homeowners or by a proxy ballot that the homeowner personally casts under procedures established by the Board of Directors.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Meetings. Meetings of the Board of Directors shall be on a regular basis at such place and hour as may be fixed from time to time by Resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three



(3) days notice to each director. Said notice may be waived prior to such meeting by unanimous consent of the Board.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Without a Meeting. Any action which may be required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by all the members of the Board of Directors; such consent shall be placed in the minute book of the Association with the minutes of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 5. Notice to Members. Meetings of the Board of Directors shall be open to all members, and notices of meetings shall be posted in a conspicuous place on the Association property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against parcels are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Association, by and through its Board of Directors, shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and

facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Common Areas of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors: and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Association, by and through its Board of Directors, to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote, at least ten (10) days prior to the annual meeting or special meeting;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(4) collect at first closing on the Lot the balance of the assessment owing for the remaining portion of the year.

(d) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. Reasonable charges may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) establish prior to the beginning of the fiscal year and prior to setting the assessments for the coming year, an annual budget for the Association, including maintenance of common areas, and establish reserve accounts for replacement of those parts of the common elements which have a limited useful life span.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing members of the Association together with their addresses, and shall perform such other duties as required by the Board.

#### Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year if requested by the Board of Directors; and shall prepare or have prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. All checks shall require the signatures of two officers.

#### ARTICLE IX

##### COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE X

##### BOOKS AND RECORDS

Section 1. The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 2. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by members, or their authorized representatives, and Board Members at reasonable times. Subsequent to transfer of control of the Association to owners other than the Declarant, the Association shall retain these minutes for at least 7 years.

Section 3. Subsequent to transfer of control of the Association to owners other than the Declarant, the Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

- a. A copy of the plans, permits, and warranties for the improvements to the Common Area, but not including the construction drawings of the individual homes and lots.
- b. A copy of the By-Laws of the homeowner's association and of each amendment to the By-Laws.
- c. A certified copy of the Articles of Incorporation of the homeowner's association, or other documents creating the homeowner's association, and of each amendment thereto.
- d. A copy of the current rules of the homeowner's association.
- e. A book or books that contain the minutes of all meetings of the homeowner's association, of the Board of Directors and of members, which minutes shall be retained for a period of not less than 7 years.
- f. A current roster of all members and their mailing addresses, parcel identifications, and, if known telephone numbers.

- g. All current insurance policies of the homeowner's association or a copy thereof.
- h. A current copy of any management agreement, lease, or other contract to which the homeowner's association is a party for under the homeowner's association or the parcel owners have an obligation or responsibility.
- i. Accounting records for the homeowners' association and separate accounting records for each parcel, according to generally accepted accounting principles. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall be open to inspection by members or their authorized representatives at reasonable times. The failure of the homeowners' association to permit inspection of its accounting records by member of their authorized representatives, entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection. The accounting records shall include, but are not limited to:
  - 1. Accurate, itemized, and detailed records of all receipts and expenditures.
  - 2. A current account and a periodic statement of the account for each member of the homeowners' association, designating the name of the member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.
  - 3. All audits, reviews, accounting statements, and financial reports of the homeowners' association.



4. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.

## ARTICLE XI

### ASSESSMENTS

As more fully provided in the Declaration each member is obligated to pay to the Association all assessments as listed in the Declaration, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the highest rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, provided however, in no event shall this interest rate exceed the maximum allowable by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

## ARTICLE XII

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Lakewood Ridge Townhomes Association, Inc. and within the center the word "Florida".

## ARTICLE XIII

### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

## ARTICLE XIV

### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

## ARTICLE XV

### RIGHT OF MEMBERS TO PEACEFULLY ASSEMBLE

All common areas serving any homeowner's association shall be available to members and their invited guests for the use intended for such common areas. The entity or entities responsible for the operation of the common areas may adopt reasonable rules and regulations pertaining to the use of such common areas. No entity or entities shall unreasonably restrict any member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas.

LAKEWOOD RIDGE TOWNHOMES ASSOCIATION, INC.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Lakewood Ridge Townhomes Association, Inc., a Florida corporation not-for-profit, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted by written consent of the Board of Directors thereof, effective as of the 3rd day of June, 2004.

IN WITNESS WHEREOF, the secretary of the Lakewood Ridge Townhomes Association, Inc. has hereunto set his hand this 3rd day of June, 2004.

Mary A. Ardriotes  
Secretary

**PREPARED BY AND RETURN TO:**

Fernandez Florida Law, P.A.  
113 S. Boulevard, 1<sup>st</sup> Floor.  
Tampa, Florida 33606

**CERTIFICATE OF AMENDMENT TO BYLAWS OF LAKEWOOD RIDGE  
TOWNHOMES ASSOCIATION, INC.**

This is to certify that at a duly called meeting of the members of Lakewood Ridge Townhomes Association, Inc. (the "Association") held on June 11, 2015, at which a quorum of the voting interests were present, the attached Amendments to the Bylaws of Lakewood Ridge Townhomes Association, Inc. were duly adopted by the membership as required therein. The Bylaws of the Association was originally recorded in Official Records Book 13926, Page 780, of the Public Records of Hillsborough County, Florida, and as it exists as originally recorded and subsequently amended. The attached consists of fifteen pages.

IN WITNESS WHEREOF, Lakewood Ridge Townhomes Ass., INC.,  
has caused this instrument to be signed by its duly authorized officer on this 27 day of  
Aug, 2015.

[Signature]  
Signature of Witness #1  
James Bell  
Printed Name of Witness #1  
[Signature]  
Signature of Witness #2  
Breanna Crowley  
Printed Name of Witness #2

LAKEWOOD RIDGE TOWNHOMES  
ASSOCIATION, INC.

By: [Signature]  
Sabrina Martin  
President

STATE OF FLORIDA )  
COUNTY OF Pasco )



The foregoing instrument was acknowledged before me this 27 day of August, 2015, by Sabrina Martin as President of Lakewood Ridge Townhomes Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced Sabrina Martin as identification.

[Signature]  
Signature of Notary Public – State of Florida

My Commission Expires:

AMENDED AND RESTATED BYLAWS OF  
LAKEWOOD RIDGE TOWNHOMES ASSOCIATION, INC.

The Bylaws for Lakewood Ridge Townhomes Association, Inc., as originally recorded at Official Record Book 13926, Page 780, of the Public Records of Hillsborough County, Florida, are hereby amended to read as follows. This Amended and Restated version of the Bylaws shall replace and supersede the original Bylaws.

**NOTE: PROPOSED NEW WORDING IS UNDERLINED AND DELETED WORDING IS ~~STRICKEN THROUGH~~**

ARTICLE I  
NAME AND LOCATION

The name of the corporation is Lakewood Ridge Townhomes Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be ~~located at 9950 Princess Palm Avenue, Suite 102, Tampa, Florida 33619, or at such other~~ place as is designated by the Board of Directors, but meetings of members and directors may be held at such places within Hillsborough County, Florida as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

The definitions as set out in the Declaration of Covenants, Conditions and Restrictions of Lakewood Ridge Townhomes (Declaration) are hereby incorporated by reference.

ARTICLE III  
MEETINGS OF MEMBERS

Section 1. Annual Meetings. The ~~first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular~~ annual meeting of the members shall be held during the last quarter of the year, at such time and place as established by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who

are entitled to vote one-fourth (1/4) of all the votes of the ~~Class A~~ membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 14 ~~15~~ days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum, The presence at the meeting of members entitled to cast, or of limited or general proxies entitled to cast, one-tenth (1/10) of the votes ~~of each class of the~~ membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in these By-Laws, Articles of Incorporation or Declaration, decisions shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

Section 5. Proxies. At all meetings of members, each member may vote in person or by limited proxy. A general proxy may be used for purposes of establishing a quorum. All proxies shall be in writing and filed with the secretary or manager. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the

pleasure of the homeowner who executes it. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or By-Laws or for any matter that requires or permits votes of the homeowners.

#### ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. ~~The affairs of this Association shall be managed by an initial board of three (3) directors, consisting of Carol Fezzey, Scott Dispenza, and Mary Andriotis. Thereafter~~ The Board of Directors shall consist of ~~at least~~ either three (3) or five members, as determined by a vote of the membership from time to time. In the absence of a vote of this issue, the same number of Board members shall continue to serve in an upcoming year as in the preceding year.

Section 2 Term of Office. The term of office for all directors is one year, or until the conclusion of the annual meeting in the following year after such directors are elected or appointed. ~~The initial directors of the Association set forth in the Articles of Incorporation shall hold office until the first annual meeting.~~

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board unless otherwise provided by the Florida Statutes, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

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ARTICLE V  
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, within a reasonable time prior to the upcoming meeting. ~~to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting.~~ The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Use of Proxy. For election of members of the Board of Directors, homeowners shall vote in person at a meeting of the homeowners, or must otherwise provide a by a proxy to another person to vote on their behalf at the annual meeting. ~~ballot that the homeowner personally casts under procedures established by the Board of Directors.~~

ARTICLE VI  
MEETINGS OF DIRECTORS

Section 1. Meetings. Meetings of the Board of Directors shall be on a regular basis at such place and hour as may be fixed from time to time by Resolution of the Board. ~~Should said~~



~~meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.~~

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by a majority of the ~~any two~~ directors, after not less than 48 hours ~~three (3) days~~ notice to each director, with such notice to be given by electronic mail, text message, telephone or in person. Said notice may be waived prior to or following such meeting by any director who was entitled to receive such notice. ~~unanimous consent of the Board.~~

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Without a Meeting. Any action which may be required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by all the members of the Board of Directors: such consent shall be placed in the minute book of the Association with the minutes of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors. provided that such action is to be placed on the agenda for the next Board meeting and ratified.

Section 5. Notice to Members. Meetings of the Board of Directors shall be open to all members, and notices of meetings shall be posed in a conspicuous place on the Association property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against parcels are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments. and these notices, in addition to notice of any meeting where changes to the Rules and Regulations

affecting the use of the individual Lots are going to be considered, shall also be mailed to all members at least 14 days prior to the Board meeting as required by the Florida Statutes.

ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section I. Powers. The Association, by and through its Board of Directors, shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(b) suspend the voting rights and right to use of the Common Areas of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights to use Common Areas and facilities thereon may also be suspended after notice and hearing in accordance with the Florida Statutes. ~~for a period not to exceed sixty (60) days~~ for infraction of published rules and regulations or any restrictions contained in the other governing documents of the Association;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Association, by and through its Board of Directors, to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the ~~Class A~~ members who are entitled to vote, at least ten (10) days prior to the annual meeting or special meeting;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed,
- (c) as more fully provided in the Declaration, to fix the amount of assessments and take appropriate action to collect such amounts.

~~(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and~~

~~(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and~~

~~(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;~~

~~(4) collect at first closing on the Lot the balance of the assessment owing for the remaining portion of the year.~~

- (d) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. Reasonable charges may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment:

- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained;
- (h) establish prior to the beginning of the fiscal year and prior to setting the assessments for the coming year, an annual budget for the Association including maintenance of common areas, and establish reserve accounts for replacement of those parts of the common elements which have a limited useful life span in accordance with the requirements of the Declaration and state law.

#### ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office until the conclusion of the next annual meeting ~~for one (1) year~~ unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

Section 7 Multiple Offices. The offices of secretary and treasurer may be held by the same person. Other persons may hold multiple offices except that the President may not also serve as the Secretary. ~~No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.~~

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors: shall see that orders and resolutions of the Board are carried out: shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members: keep the corporate seal of the

Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year if requested by the Board of Directors; and shall prepare or have prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. All checks shall require the signatures of two officers.

Manager

(e) Although not an officer of the Board, a manager or management company may perform some of the duties which otherwise would be the responsibility of the Secretary or Treasurer, as determined by the Board from time to time.

ARTICLE IX  
COMMITTEES

The Association shall appoint an Architectural Control Committee, as to the extent provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X  
BOOKS AND RECORDS

Section 1. The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 2. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by members, or their authorized representatives, and Board Members at reasonable times. ~~Subsequent to transfer of control of the Association to owners other than the Declarant, t~~ The Association shall retain these minutes for such period of time as required by the Florida Statutes, and shall also keep and retain other official records in accordance with the statutes, at least 7 years

~~Section 3. Subsequent to transfer of control of the Association to owners other than the Declarant, the Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:~~

- ~~a. A copy of the plans, permits, and warranties for the improvements to the Common Area, but not including the construction drawings of the individual homes and lots.~~
- ~~b. A copy of the By Laws of the homeowner's association and of each amendment to the By Laws.~~
- ~~c. A certified copy of the Articles of Incorporation of the homeowner's association, or other documents creating the homeowner's association, and of each amendment thereto.~~
- ~~d. A copy of the current rules of the homeowner's association.~~

~~e. A book or books that contain the minutes of all meetings of the homeowner's association, of the Board of Directors and of members, which minutes shall be retained for a period of not less than 7 years.~~

~~f. A current roster of all members and their mailing addresses, parcel identifications, and, if known telephone numbers.~~

~~g. All current insurance policies of the homeowner's association or a copy thereof.~~

~~h. A current copy of any management agreement, lease, or other contract to which the homeowner's association is a party for under the homeowner's association or the Parcel owners have an obligation or responsibility.~~

~~i. Accounting records for the homeowners' association and separate accounting records for each parcel, according to generally accepted accounting principles. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall be open to inspection by members or their authorized representatives at reasonable times. The failure of the homeowners' association to permit inspection of its accounting records by member or their authorized representatives, entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection. The accounting records shall include, but are not limited to:~~

~~1. Accurate, itemized, and detailed records of all receipts and expenditures.~~

~~A current account and a periodic statement of the account for each member of the homeowners' association, designating the name of the member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.~~



~~3. All audits, reviews, accounting statements, and financial reports of the homeowners' association.~~

~~4. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.~~

#### ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration each member is obligated to pay to the Association all assessments as listed in the Declaration, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent, and the Association shall have such remedies as are provided for in the Florida Statutes and the Declaration. ~~If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the highest rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, provided however, in no event shall this interest rate exceed the maximum allowable by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.~~

#### ARTICLE XII CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Lakewood Ridge Townhomes Association, Inc. and within the center the word "Florida".

#### ARTICLE XIII AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

~~3. All audits, reviews, accounting statements, and financial reports of the homeowners' association.~~

~~4. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.~~

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Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV  
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XV  
RIGHT OF MEMBERS TO PEACEFULLY ASSEMBLE

All common areas serving any homeowner's association shall be available to members and their invited guests for the use intended for such common areas. The ~~entity or entities responsible for the operation of the common areas~~ Board may adopt reasonable rules and regulations pertaining to the use of such common areas. No entity or entities shall unreasonably restrict any member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas.

~~LAKEWOOD RIDGE TOWNHOMES ASSOCIATION, INC.~~

~~CERTIFICATION~~

~~I, the undersigned, do hereby certify:~~

~~THAT I am the duly elected and acting secretary of the Lakewood Ridge Townhomes Association, Inc., a Florida corporation not for profit, and:~~

~~THAT the foregoing By-Laws constitute the original By-Laws of said Association. As duly adopted by written consent of the Board of Directors thereof, effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.~~

\_\_\_\_\_  
Secretary

END OF AMENDED AND RESTATED BYLAWS

## Rules and Regulations

### Rules and Regulations

Notice Regarding Existence of Rules and Guidelines for Lakewood Ridge  
Townhome Association, Inc.

### Membership Meeting Rules

### Parking/Towing Policy

### Pet Registration Policy

### Pool Rules

## RULES AND REGULATIONS

### LAKEWOOD 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.

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.

Prepared by and Return to:  
Fernandez Florida Law, PA  
113 S. Boulevard, 1<sup>st</sup> Floor  
Tampa, FL 33606

**NOTICE REGARDING EXISTENCE OF RULES AND GUIDELINES  
FOR LAKEWOOD RIDGE TOWNHOMES ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Lakewood Ridge Townhomes, was originally recorded at Official Records Book 13926, Page 738, Public Records of Hillsborough County, Florida, and such Declaration authorize the Board of Directors (the "Board") to adopt Rules and Regulations governing the property in Lakewood Ridge, as shown in Plat Book 100, pages 148 Public Records of Hillsborough County, Florida,; and


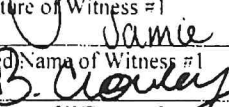
WHEREAS, Rules and Regulations have previously been adopted by the Board and recorded at Official Record Book 18323, page 1987, Public Records of Hillsborough County, Florida; and

WHEREAS, the Board of Lakewood Ridge Townhomes Association, Inc. wishes to place all persons on notice of the fact that additional changes to the recorded Rules are being and will be adopted and that these will no longer be recorded in the public records;

NOW, THEREFORE, it is hereby resolved by the Association that all persons interested in obtaining a current copy of the Rules and Regulations relating to the use of the property at Lakewood Ridge Townhomes, Inc., may obtain a copy of such current Rules and/or Guidelines from the Association's management agent, or the President of the Association, or the Registered Agent for the Association with the State of Florida, as these may be changed from time to time. Prior and future amendments to the Rules and Guidelines are not being recorded in the public records, but will be available from the Association.

Dated this 27 day of August, 2015.

Witnesses:

  
\_\_\_\_\_  
Signature of Witness #1  
Jamie Bell  
\_\_\_\_\_  
Printed Name of Witness #1  
  
\_\_\_\_\_  
Signature of Witness #2  
Bleanna Crowley  
\_\_\_\_\_  
Printed Name of Witness #2

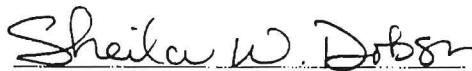
LAKEWOOD RIDGE  
TOWNHOMES ASSOCIATION, INC.

By:   
\_\_\_\_\_  
Sabrina Martin, President



STATE OF FLORIDA                    )  
COUNTY OF PINELLAS            )

The foregoing instrument was acknowledged before me this 27 day of August, 2015, by Sabrina Martin, as president of LAKEWOOD RIDGE TOWNHOMES ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who is personally known to me, or has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public - State of Florida  
My Commission Expires:

RESOLUTION OF THE BOARD OF DIRECTORS OF  
LAKEWOOD RIDGE TOWNHOMES ASSOCIATION, INC.  
BOARD AND MEMBERSHIP MEETING RULES OF CONDUCT

**WHEREAS**, each member of Lakewood Ridge Townhomes Association, Inc. ("the Association") has an ongoing interest and right under Florida law to participate in the governance of their community; and

**WHEREAS**, the Board of Directors ("the Board") has an equal interest and duty under the law to ensure that the management of the community's affairs are carried out professionally and in accordance with the provisions under Florida Statutes, the governing documents, and applicable rules of conduct; and

**WHEREAS**, the Board wishes to promote orderly and efficient meetings of the Board and of the membership of the Association;

**NOW THEREFORE BE IT RESOLVED**, that the Board hereby adopts the Rules of Conduct to take effect immediately upon adoption:

1. Any member of the Association may attend a meeting of the Board of Directors, and may speak to the Board and other owners present on matters that are on the agenda for the meeting, or are being addressed by the Board. The Board may establish a time during the meeting for Owner Comments and Questions, and the Board does not need to allow Owner input when the Board is discussing or acting upon an agenda item.
2. At membership meetings, Owners are entitled to speak on the issue being addressed by the membership. There will also be a time for general Owner Comments and Questions at the end of the meeting, which will permit input on any matters of general interest to the membership.
3. **Time Limits:** In addition to any time constraints that the Board may impose on itself, the Chairperson reserves the right to limit the amount of time allotted per agenda item and/or the individual time allotted per member to speak on any agenda item. The general rule is that members will have a maximum of three minutes' time at both Board and membership meetings to address any issues, unless such time limit is extended by the Chairperson of the meeting or the Board.
4. **Member Participation:** Members should identify themselves by their name and address. In the absence of a Member, a representative of such Member may attend a meeting and speak on behalf of the Member, provided that such representative is either: (a) a licensed attorney-at-law in the State of Florida; or (b) appointed as the attorney-in-fact for the owner pursuant to a power of attorney.
  - a. Members are invited to speak with respect to agenda items during the designated "Owners Comments" period of Board meetings, although the Board or the Chairperson may allow input at other times.
  - b. Unless the Board or Chairperson decides otherwise, there is a maximum time limit of three (3) minutes per member during the "Owners Comments" period.



- c. A member may address the Board only once during the "Owners Comments" period unless the Board or Chairperson allows other comments on additional issues brought up after the initial comments by such member.
  - d. When a member is speaking, he or she must address any comments or remarks only to the Chairperson, unless permission is granted by the Chairperson for the member to address someone else.
  - e. Only one person is to speak at any one time and members who have been recognized as having the floor should not be interrupted.
  - f. The Chairperson will have the sole authority and responsibility to see to it that all member participation is relevant to the subject or motion being addressed.
  - g. At the discretion of the Chair, members may be allowed to speak to individual agenda item under consideration during Board discussion periods. Members shall raise their hand seeking recognition, and may speak only if and when they are recognized by the Chair.
- 5. Members must conduct themselves in a civil and respectful manner at all times, and must refrain from interrupting others while they are speaking, raising their voice unnecessarily, and making any personal attacks or other inappropriate statements.
- 6. Members must confine their remarks to the issues before the Board or to the merits of the motion or resolution under consideration.
- 7. Members should come and go as necessary from the meeting space in the least disruptive manner possible.
- 8. Enforcement: It is the intent of the Board to maintain order and enforce the aforementioned rules. Disregard of these rules will result in:
  - a. The Chair may declare the member out of order.
  - b. Should the member fail to come to order, the Chair will request that the member leave the meeting.
  - c. The Chair shall be the sole arbiter of when member statements or actions are out of order.
  - d. Fines or other sanctions may be proposed if owners refuse to comply with these and other rules relating to meeting attendance and participation, including barring owners from meetings if they continually fail to observe these rules and disrupt meetings.
- 9. Tape Recording or Videotaping of Meeting: Any unit owner may tape record or videotape a Board or membership meeting subject to the following rules:
  - (a) No tape recording or videotaping of any meeting shall interfere with or obstruct the meeting and no equipment shall obstruct any unit owner's view, hearing or access to the meeting. The only audio and video equipment and devices which unit owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions.

- (b) All audio and video equipment shall be assembled and placed not closer than twenty (20) feet from the table at which the Board is seated. At the discretion of the Board, microphones or audio recording devices may be placed upon the table at which the Board is seated.
- (c) Members videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.
- (d) Any owner desiring to utilize any audio or video equipment shall provide advance written notice to the Board.

**RESOLVED AND ADOPTED** by The Board of Directors of Lakewood Ridge Townhomes Association, Inc. this 17 day of October, 2016.

By:

A handwritten signature in black ink, consisting of stylized, overlapping loops and a long horizontal stroke extending to the right.

President

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 a Licensed Towing Company to implement the towing policy described below. Please be aware of 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.

The new towing policy will be implemented as of April 7, 2025. Vehicles found to be in violation of community rules after that date will be subject to immediate towing at the owner's expense.

The Board of Directors has adopted the following rules. Prohibited vehicles will be towed.

Parking Rules

- \* Parking is only allowed within paved and designated parking areas.
- \* 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. Disabled vehicles with missing body parts or commercial vehicles of whatever type, other than service vehicles temporarily present for business purposes, shall not be parked on Common Area.
- \* Vehicles must be currently licensed and registered, with up-to-date registration stickers visible.
- \* Commercial vehicles, including those containing racks or tool storage units and those displaying commercial signage, are not permitted. (Personal noncommercial pickup trucks with low-profile tool storage units, installed parallel to and immediately behind the cab are allowed.) Trailers, recreational vehicles, motor homes, campers, or boats shall not be parked on Property and shall be towed.

- \* Any inoperable or abandoned 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 to be in violation of the Parking Rules/Parking and Towing Policy 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 retrieving said vehicle.

By board resolution, one or more specifically named persons are designated as agents of the association for the removal of vehicles. The statute provides that "The owner or lessee of real property, or any person authorized by the owner or lessee, which person may be the designated representative of the association if the real property is the association, may cause any vehicle parked on such property without his permission to be removed by a person regularly engaged in the business of towing vehicles."

The initial representatives with the authority to tow vehicles are as follows:

Adopted by the Board this 29<sup>th</sup> day of March 2025 at a duly called meeting at which a quorum of the Board was present.

\_\_\_\_\_John\_\_\_\_\_Dena\_\_\_\_\_Property Manager

In addition, you are reminded that the attached Parking Permit Tags Policy and Parking Registration Form adopted July 1, 2020 and notice dated September 16, 2021, are still in effect.

# **LAKEWOOD RIDGE HOA**

## **VISITOR PARKING AREAS**

**September 16, 2021**

### **NOTICE**



The Visitor Parking Areas are not being used correctly, therefore, in order to make sure these areas are being used properly as VISITOR PARKING and not storage areas, the Board of Directors is instituting a new policy.

Starting October 1, 2021 and going forward, any vehicle found to be stored in these areas continuously for seven (7) days or more, will be towed without notice.

A fee of \$200.00 plus any additional charges will need to be paid in order for you to retrieve the vehicle.

Let us all be responsible homeowners/residents and keep this area for the purpose that it was created for—additional parking for your family and friends when they visit.

If you are storing any vehicle in these areas, please make arrangements to store them to an off site location.

Thank you for your cooperation.

Your Board of Directors

## **Lakewood Ridge**

c/o Ameri-Tech Community Management, Inc.  
24701 US Highway 19 N, Suite 102 Clearwater,  
FL 33763  
Phone (727) 726-8000 Ext. 311 | Fax (727) 723-1101

### **PARKING REGISTRATION FORM**

**EFFECTIVE JULY 1, 2020**

May 21, 2020

In order to regulate the visitor parking spaces at Lakewood Ridge, the Board of Directors will be issuing Parking Permit Tags.

Enclosed you will find the Parking Registration Form that will need to be completed and returned by June 15, 2020 to: David Drake, c/o Ameri-Tech Community Management, 5434 Grand Blvd., New Port Richey, FL 34652.

Once the Form is received, the Parking Permit Tags will be mailed to all homeowners mailing addresses. You will receive one Parking Permit Tag and one Visitor Parking Permit Tag. The policy will be effective starting July 1, 2020.

If you have a tenant in your unit, you will need to obtain their vehicle information to complete the form. Once this form is received, we will mail the parking permits to you. Unless you request that they be mailed to your tenant. In this case, you will need to provide Ameri-Tech Community Management with their name(s) and the address of the unit.

The Tags are not required for the designated parking space. The Tags are to be used only for the non designated parking spots.

Parking in undesignated parking spaces requires either a Lakewood Parking Permit or a Visitor Parking Permit Tag. **You will need to display the parking permit tag on the mirror with numbers visible through the windshield.** When you have a visitor, you will need to have the Visitor Parking Tag available for the visitor. **They must display the Visitor Parking Permit Tag on the mirror of their car.**

Vehicles parked without the Parking Permit Tag or Visitor Permit Tag in the undesignated parking spaces will be towed. Any and all expenses incurred will be the responsibility of the vehicle owner.

If you have any questions regarding this matter, please feel free to contact me by phone at (727) 726-8000 ext. 311 or by e-mail me at [daviddrake@ameritechmail.com](mailto:daviddrake@ameritechmail.com).

By Order of the Board of Directors,

**David Drake, LCAM**

**Community Association Manager**

cc: Board of Directors    Enc: Parking Registration Form

Parking Permit Hangtags MUST BE DISPLAYED ON THE REARVIEW MIRROR WITH THE NUMBERS VISIBLE THROUGH THE WINDSHIELD <<<>>> Otherwise, you may be towed at your own expense!

## LAKEWOOD RIDGE TOWNHOMES ASSOCIATION

### PARKING REGISTRATION AND HANGTAG REQUEST FORM

Parking Hangtags are not required in front of your own townhome but must be used if parked in Visitor/Guest parking spots. If you expect a guest, it is suggested that you park in a Visitor spot with your hangtag and allow your guest to park in yours. Initial hangtag is free, but re-issue will cost \$25. No more than 2 hangtags will be issued per townhome. This does not mean parking will be available. There are very few Visitor/Guest spaces and they cannot be used for long-term parking (you will be towed). Please complete the following information completely and submit it to the Association Management Company.

#### TOWNHOME INFORMATION

UNIT ADDRESS: \_\_\_\_\_

OWNER: \_\_\_\_\_ : \_\_\_\_\_ PHONE: \_\_\_\_\_

OWNER ADDRESS (IF NON-RESIDENT): \_\_\_\_\_

#### VEHICLE INFORMATION

VEHICLE 1

VEHICLE 2

MAKE & MODEL: \_\_\_\_\_

COLOR: \_\_\_\_\_

YEAR: \_\_\_\_\_

TAG: \_\_\_\_\_

#### PARKING HANGTAG INFORMATION

(This Section for Office Use Only)

VEHICLE 1

VEHICLE 2

HANGTAG NUMBER: \_\_\_\_\_

RE-ISSUE: NUMBER \_\_\_\_\_ \$25 FEE PAID: ☐ NUMBER \_\_\_\_\_ \$25 FEE PAID: ☐

#### ACKNOWLEDGEMENT

PRINTED

PRINTED

OWNER/LEASEE NAME(S): \_\_\_\_\_

SIGNATURE(S): \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED

PRINTED

## PET POLICY

Lakewood Ridge Townhomes enforces their pet restrictions as per the Governing Documents and Rules and Regulations, which may be amended from time to time - in addition to the Hillsborough County Municipal Ordinances regarding animals. A copy of Commonly Cited Hillsborough County Animal Ordinances and their **Fines for Violations** is attached hereto for reference. In addition to Hillsborough County Ordinance remedies, the Association may pursue in law or in equity for the recovery of damages, or for injunction relief, or both per our Governing Documents and applicable law in the event of a violation or breach, or threatened violation or breach.

**NO MORE THAN 2 PETS per unit**, no breeding of animals

Pets must be immunized and registered with Hillsborough County

You MUST PICK UP YOUR PET'S waste and dispose of it properly

You are required to keep control of your pet at all times

You must make sure your pet does not disturb other Owners/Occupants

**Item 2 of our Rules and Regulations states:** *"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."*

**ARTICLE VI, Section 4 of our Governing Documents states:** *"Animals. No animals, livestock, or poultry may be raised, bred or kept anywhere within the Property, except that no more than two (in the aggregate) dogs, cats or other conventional household pets may be kept upon any Lot so long as they are not kept, bred or maintained for any commercial purpose. Each Owner shall have the responsibility to clean up the waste produced by his or her pet immediately. No pet shall be permitted to run at large outside a Lot. Each Owner and Occupant shall insure that his pet shall not disturb other Owners and Occupants with excessive or repetitive noise. All pets outside a Dwelling shall be properly leashed or shall be kept within an approved fence, shall be otherwise controlled in whatever manner is most practical on or off a Lot, and shall be subject to all applicable local ordinances existing from time to time. No outside animal pen, cage or shelter shall be constructed or permitted."*

**Resident(s):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Type/Number of Pets:** Dog (     ) Cat (     ) Other: (     ) \_\_\_\_\_

**Breed:** \_\_\_\_\_ **Color:** \_\_\_\_\_ **Weight:** \_\_\_\_\_ **Age:** \_\_\_\_\_ **Sex:** \_\_\_\_\_

**Breed:** \_\_\_\_\_ **Color:** \_\_\_\_\_ **Weight:** \_\_\_\_\_ **Age:** \_\_\_\_\_ **Sex:** \_\_\_\_\_

**Neutered/Spayed:** Yes (     ) No (     )                      **Neutered/Spayed:** Yes (     ) No (     )

**Pet Names:** \_\_\_\_\_/\_\_\_\_\_

**License Numbers:** \_\_\_\_\_/\_\_\_\_\_ **Expiration Dates:** \_\_\_\_\_/\_\_\_\_\_

**Please return form to the Association Management Company**



# Commonly-Cited Hillsborough County Animal Ordinances

## Animal Waste Removal Ordinance

### [Animal-Waste-Removal Ordinance – Article II Sec. 6-32](#)

Any feces deposited by a dog, an owned cat, or pet pig on public property, public walks, recreation areas or the private property of others must be immediately removed by the person who has custody or control of the animal unless otherwise authorized by the property owner.

(Ord. No. 00-26, § 14, 1-1-2001; Ord. No. 13-33, § 5, 12-19-2013)

**What it means:** If cited for failure to remove animal feces, the fines are **at least \$100 and up to \$500 for multiple violations**.

## Animal-at-Large Ordinance

[Animal-at-Large Ordinance – Article II Sec. 6-28](#): “No dog or cat shall be allowed to stray, run or go, at large upon any public property or street, sidewalk, park, or on the private property of another without the consent of the property owner.”

**What it means:** A pet can't be off its own property running freely. If off its property, a pet should always be on a leash no longer than 6 feet and under control by its owner. If cited for an animal-at-large, the fines are **at least \$100 and up to \$500 for multiple violations**.

## Failure to License/Vaccinate

[Dog, Cat, and Ferret Vaccination Ordinance – Article II Sec. 6-21](#): “All dogs, cats, and ferrets that are four months of age or older must be vaccinated for rabies in accordance with F.S. Section 828.30, as may be amended and owned dogs, cats, and ferrets shall be vaccinated annually for rabies.”

**What it means:** All pets that are older than four months need to be up to date with their rabies vaccinations, either every year or every three years depending on the vaccine. Follow up with your vet and make sure your vaccinations are up to date. If cited for a failure to vaccinate, the fines are **at least \$100 and up to \$500 for multiple violations**.

[Dog, Cat, and Ferret Registration and License Ordinances – Article II Sec. 6-22](#): “All dogs, cats, and ferrets that are four months of age or older must be registered with the Department. The length of time that such registration will remain valid shall be based upon the type of license purchased, but shall not exceed the expiration of the animal's rabies vaccination.

**What it means:** All pets that are older than four months need to have a registration tag that is renewed regularly, either every year or every three years depending on your rabies vaccine. Proof of a rabies vaccination, either one or three year version, is required in order to get a tag for your pet. Tags can be purchased through [Hillsborough County Pet Resource Center](#) or with your veterinarian. If cited for a failure to license, the fines are **at least \$100 and up to \$500 for multiple violations**.

## Vicious Animals and Aggressive Dog

[Vicious Animals and Aggressive Dogs Ordinance – Article II Sec. 6-27](#): “No person shall allow a companion animal, when unprovoked, to bite, attack, endanger, or inflict injury on a human, domestic animal, or livestock while on public or private property; or chase or approach an individual upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack.

Violations of this section may constitute proof of "prior knowledge of a dog's dangerous propensities" under F.S. § 767.13(2), as may be amended."

**What it means:** Dogs are not allowed to approach or chase a person/pet making them fear they will be bitten. Dogs are not allowed to bite or attack a person or pet unprovoked. If cited for vicious animal or aggressive dog, the fines **start at \$450**.

## Leash Ordinance

[Leash Ordinance – Ch. 38 Article II Sec. 38-26](#): "All domestic animals must, unless otherwise posted, be restrained at all times at a distance of not greater than six feet in length from their owner/handler and must be under the immediate and continuous physical control of such animal's owner/handler by means of a leash, cord, chain, cage, fence or other appropriate restraining device that is of sufficient strength to restrain/contain the animal."

**What it means:** Any pet when off its own property or in a public place, like a neighborhood sidewalk, farmers market, or outdoor café, it must be on a leash no longer than 6 feet and its owner must have control at all times. If cited, the fines are **at least \$100 and up to \$500 for multiple violations**.

## Nuisance Animal Noise Ordinance

[Nuisance Animals -- Sec. 36-436](#): On May 3, 2017, Hillsborough County Board of County Commissioners passed the Nuisance Animal Noise Ordinance. The ordinance covers any nuisance animal that barks, meows, whines or howls non-stop for 20 minutes or longer with less than 20 seconds of interruption during that 20-minute time period.

Enforcement is handled by the State Attorney's Office and Hillsborough County Sherriff's Office. Pet Resources assists in processing the paperwork during regular hours of operation.

**What it means:** Nuisance animal noise violations can be enforced as misdemeanors that include a fine of no more than \$500 or imprisoned up to 60 days in jail. Each day a violation occurs or continues, is a separate offense and may be penalized separately. Warnings will be on a case-by-case basis and at the discretion of the State Attorney's Office.

(Ord. No. 17-10, § 2, 5-4-2017)

# LAKEWOOD RIDGE TOWNHOMES

## POOL INFORMATION AND SAFETY RULES

Pool Rules are Strictly Enforced

- **SWIMMING IS AT YOUR OWN RISK!**
- **NO DIVING!**
- **NO ALCOHOL!**
- **Pool passes are REQUIRED to use the pool.** Pool passes may be obtained from the Association Management Company. Note if your HOA assessments are delinquent, access to community amenities may be suspended until you are up to date.
- **Pool hours are 9AM to 8:30PM** (except when closed for maintenance or other unforeseen reasons). Use of the pool is PROHIBITED outside of these hours.
- **"The Department of Health considers any animal (including service animals) in a public pool a health threat;"** therefore, *no animals are allowed in the pool or within the gated area.*
- **DO NOT prop the pool gate open.** The pool gate must remain closed for Safety Reasons.
- **Children under 14 must be ACCOMPANIED BY AN ADULT.**
- **Bathing suits REQUIRED to enter pool.**
- **No swimming in jeans, pants, or cutoffs.**
- **Large air mattresses are PROHIBITED** for Safety Reasons. They obstruct swimmers from ascending to surface and block the parental supervision of their children.
- **No food or beverages IN POOL or ON POOL WET DECK.** Commercially bottled water in plastic bottles is allowed on the pool wet deck for pool patron hydration.
- **No GLASS OR ANIMALS allowed in the fenced pool area.**
- **Bathing Load is 24 PERSONS** (MAXIMUM of 24 people in the pool).
- **Shower before entering.**
- **Do not swallow the pool water.**
- **Do not use pool if you are ill with diarrhea.**
- **WARNING: Sun shelf drop off is 5-6 feet deep.**
- **DO NOT PLACE FURNITURE IN POOL.**
- **DO NOT PUT FOOD IN POOL** (it damages pool motor costing increase in HOA fees).
- **No climbing over or under the fence to access the pool.**
- **Violators will be asked to leave the area.**
- **Trespassers will be prosecuted.**

#### IV. OTHER

## Other

Management Company – See Management Company Contact Sheet  
(not included)

Community Website – See Management Company Contact Sheet  
(not included)

Mailboxes – See Mailbox Information Sheet

Dog Park – Located at the back Entrance of the Community, Dog Waste  
Stations located throughout the Community (not included)

Water Submeter Homeowner Assessment – See THINK Water Billing  
and EFT Forms and Water Meter Townhome Account Information


Trash/Dumpsters – See Trash Disposal Guidelines

Towing Company – See Association website for contact information  
(not included)

# LAKEWOOD RIDGE TOWNHOMES MAILBOX INFORMATION


The mailbox kiosk is located next to the pool and is maintained by the United States Postal Service. If you are new to the community or need a lock replaced, you can obtain your mailbox location by going to the USPS Office located at 1315 Oakfield Drive, Brandon, FL 33511-9998. They have the layout and can tell you which box is yours. They can also give you the contact information of the USPS contracted carrier who services the community and replaces locks. Note, there is a fee involved established by the contractor.

## BRANDON

 Post Office™

 [Share](#)

 [1315 OAKFIELD DR](#)  
[BRANDON, FL 33511-9998](#)

 **Open now** | Closes 5:00 pm

**Tuesday** 8:30 am - 5:00 pm

Wednesday 8:30 am - 5:00 pm

Thursday 8:30 am - 5:00 pm

Friday 8:30 am - 5:00 pm

Saturday 9:00 am - 12:30 pm

Sunday Closed

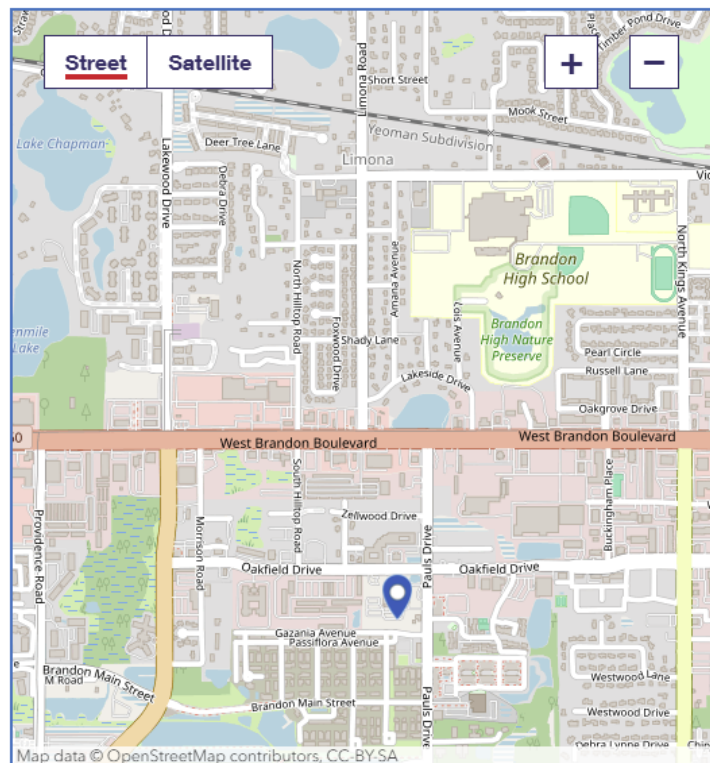
Monday 8:30 am - 5:00 pm

[See More Hours](#)

 **1-800-ASK-USPS®** | [800-275-8777](#)

**Phone** | [813-661-1503](#)

**TTY** | [877-889-2457](#)





September 21, 2020

Subject: Water/Sewer Utility Bill Information for Lakewood Ridge Townhomes

Dear Owner,

I am writing to introduce myself, and the company I represent. Think Utility Services specializes in offering utility solutions to multi-family housing communities. Lakewood Ridge Townhomes and Think Utility Services are partnering together to provide water/sewer utility billing service that includes meter reading, full page invoices, return envelopes, on-line access, and more. The program will commence within the next thirty days, and is detailed below.

Think Utility Services will provide the water billing effective October 2020. Your first invoice will detail water usage from approximately 9/7/20 – 9/21/20, and it will include a \$5.00 initial setup fee. The invoice is due twenty days from the date of mailing. Late fee (s) will apply by contract, at \$10.00 for each infraction per month for partial payment, non-payment, or payment received past the due date. To avoid Late Fees, it is recommended that payments be made on time.

Think Utility Services does not sell or increase the cost of water and sewer. The rate structure is determined by the municipal water supplier. The municipal rates are applied to each unit's monthly consumption. Additionally, account information is available on-line including past invoices and statements. To setup your account online, go to [www.ThinkUtilityServices.com](http://www.ThinkUtilityServices.com) and enter the security code listed on your invoice. Once a username and password is created, your account is setup. You have the option of paying online using our site (convenience fee applies) or payment arrangements can be made online through your bank. It is our goal to provide you with exemplary service. If you have any questions, please contact our customer service team between 8 a.m. – 5 p.m. (EST) Monday – Friday toll-free at 888-696-3837 for assistance.

Thank you. We look forward to servicing your community for years to come.

Sincerely,

Saul Moreno  
Account Manager  
Think Utility Services





### **Payment Methods**

Think Utility Services currently maintains two payment methods:

#### **Non-Transactional Fee Based:**

Residents can make the traditional payment method of mailing to Think Utility Services a check/money order at no cost.

Additionally, they can setup an automated payment through their banks “**Bill Payer**” program, of which there is typically no charge for the service. In this case the bank cuts a physical check \*(all banks request a minimum of 5 business days) to process the payment.

To Setup in the Customers “**Bill Payer**” use the following information.

Think Utility Services  
PO BOX 17389  
Clearwater, FL 33762-0389  
727 571-3939

#### **Transactional Fee Based:**

Think Utility Services offers additional payment options. These options have fees associated with them that Think Utility Services passes through, often called “**Convenience Fees**”. These convenience fees, presented up front are simply a resident’s choice as to which payment option they use.

#### **Why is there a convenience fee?**

All banking services utilizing Electronic Fund Transfers “**EFTs**” maintain fees for this service, ACH, Credit Card and Debit Card in some cases. These fees are set in the banking industries profit models. All businesses have credit card transaction fees of which some can hide in the cost of doing business.

Think Utility Services cannot add monies to the water/sewer rates to hide third party banking fees, thus keeping us in line with the current laws and standards of our industry. Think Utility Services works hard to keep its service “**Billing Fee**” to the resident to the very minimum.

#### **Current Convenience Fee Structure:**

Online Credit Card Payment \$3.95 per transaction  
ACH (Automated Clearing House) \$2.95 per transaction  
Customer Services Credit Card Payment \$4.95 – One dollar of which is for the convenience of using a live representatives time to process the transaction.





**THINK UTILITY SERVICES**  
Intelligent Utility Solutions

## ***Electronic Funds Transfer Authorization***

I hereby authorize Think Utility Services to initiate debit entries to my Checking Account by electronically transferring funds for the purpose of paying the utility bills for the utility account designated herein. I hereby authorize Think Utility Services to do so from the depository financial institution named below, and to debit the same to such account. I acknowledge that the originations of the transaction to my account must comply with the U.S. Law. The cost of these transactions is \$2.95.

|   |                     |                 |                     |
|---|---------------------|-----------------|---------------------|
| NAME<br>ADDRESS<br>CITY, STATE ZIP      |                     | DATE            | 0123<br>01 23456789 |
| PAY TO THE ORDER OF                     |                     | \$              |                     |
| BANK NAME<br>ADDRESS<br>CITY, STATE ZIP |                     | DOLLARS         |                     |
| FOR                                     |                     |                 |                     |
| ⑆012345678⑆                             |                     | 01234567890123⑆ | 0123                |
| Bank Routing Number                     | Bank Account Number | Check Number    |                     |

Depository Name and Branch Address

(City, State, Zip)

Routing Number (9 digits)

Account Number

This authorization is to remain in full force until Think Utility Services has received written notice from me of its termination in such a manner to afford Think Utility Services and Depository a reasonable opportunity to act on it. I understand that both the Think Utility Services and my financial institution reserve the right to terminate this agreement. This authority is to remain in effect until revoked by me in writing.

Name

Utility Account Number

Signature

**Important: An original voided check is required to activate this service.**

**Return Completed Forms to:  
Think Utility Services PO BOX 17389 Clearwater, FL 33762-0389**

## **LAKEWOOD RIDGE TOWNHOMES**

### **Homeowner Water Submetering Assessments**

**For Water or Meter Issues, or SERVICE, call THINK Utility Services at (727) 492-7545.**

**For questions regarding your BILL or account setup, call (888) 607-9218 or (888) 696-3837.**

**Email:** customerservice@thinkutilityservices.com

**ONLY OWNERS CAN HAVE ACCOUNTS** If your home is rented, you as the Owner will be billed, not your tenant. You are responsible for payments. This is part of your Homeowner Assessment. Late payments trigger late fees and nonpayment results in potential attorney fees, court costs, property liens, and foreclosure.

#### **PAYMENT METHODS**

The following information regarding Payment Methods is obtained from THINK's website at: <https://thinkutilityservices.com/faq/>

Think Utility Services (TUS) uses a third-party vendor who charges fees to process all electronic payments, which includes financial institution (ACH) payments \$2.95 fee; and credit card payments \$3.95 fee that increases to \$4.95 if the payment is made over the telephone utilizing a Customer Service Representative.

Free methods of payment are payment by check or money order; or payment by your financial institution utilizing their bill pay by check. In the second instance, your bank mails a physical check (note that some banks withdraw the funds at the time they cut the check rather than when the Payee cashes it, so you may be under the impression Think Utility Services received and cashed the check, when in fact, they have not even received it). If you utilize a payment method that involves mailing it whether by the bank or yourself, they ask that you please allow enough time to make payment before the due date to AVOID A LATE FEE. It is not the date the envelope is postmarked; it is the date the payment is received.

TUS utilizes Starnik © UtilityTrakR™ software. You may set up an on-line account through the TUS website account login page [https://www.starnik.net/UtilityTrakR/UT1/Current/RP\\_Default.aspx](https://www.starnik.net/UtilityTrakR/UT1/Current/RP_Default.aspx) with the information you receive with your first bill, after which, you will have 24/7 access to your account. This is not a requirement to make payment.

## TRASH DISPOSAL

There are three dumpsters located as follows:

- By the Pool and Mailboxes in the Roundabout at the front of the Community on Golden Tree
- In the Roundabout at the rear of the Community on Blue Magnolia
- Adjacent to the open field in the middle of the Community on Deer Tree

**NOTE:** The garbage cans in the Mailbox area is for discarded mail/paper only.

The following guidelines are designed to minimize any rodent/pest infestation and minimize unpleasant odors.

### Trash Disposal Guidelines:

- All refuse must go in the dumpsters. The garbage company does not pick up trash off the ground.
- **Break down all cardboard boxes** before placing them in dumpsters. This keeps the dumpsters from becoming prematurely full.
- All trash containing food stuffs should be disposed of in a plastic bag designed for that purpose so no liquids are seeping. All other trash should be disposed of in a garbage bag or an appropriate container so that it is not picked up by the wind and distributed throughout the community.
- If your nearest dumpsters are full, use alternate dumpsters. There are holidays or other instances when the dumpsters are prematurely filled.
- Large items *including but not limited to* **Appliances, Televisions, Computers, Mattresses, Tires, Paint, Furniture**, etc., or **heavy items** such as concrete blocks should be **taken by you** to HILLSBOROUGH HEIGHTS COMMUNITY SOLID WASTE FACILITY, 6209 County Road 579, Seffner, FL 33584, or another facility of your choice <https://www.hillsboroughcounty.org/en/locations/hillsborough-heights-solid-waste-facility> . The garbage company will not haul it off.
- Trash should not be stored around the edges of your townhome, on your porches, in the shrubs or on sidewalks.