

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 is 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 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.

#### 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.

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

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.

- 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.

All contracts for work to be performed. Bids for work to be performed 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".

# THIS IS NOTA ARTICLE XIII CERTIFICATION ARTICLE XIII AR

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



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 andriotis

Molloy & James 325 South Boulevard Tampa, Florida 33606 INSTR # 2005082483 O BK 14728 PG 1928

Pgs 1928 - 1929; (2pgs) RECORDED 03/01/2005 02:13:36 PM CLERK OF COURT HILLSBOROUGH COUNTY DEPUTY CLERK J Anglim

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

15% day of March THIS AMENDMENT is made this , 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:

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

Please Print Name

Lakewood Townhome Developers, Inc.,

a Florida corporation

senbergh, President

(Corporate Seal)

The foregoing instrument was acknowledged before me this day of 10000, 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 as identification and did (did not) take an oath.

My Commission Number:

My Commission Expires:

Pessica Hunds Nothery Public Jessica Hinds

Print Name



Prepared By and Return To:

OBK 14741 PG 1399

Molloy & James
325 South Boulevard

Tampa, Plorida 33606

Per 13606

RECORDED 03/04/2008 09:49:49 AM

CLERK OF COURT

HILLSBOROUGH COUNTY

DEPUTY CLERK J Anglis

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

THIS AMENDMENT is made this \_\_\_\_\_ day of \_\_\_\_\_\_, 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 Page 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 , page of the public records of Hillsborough County, is bereby 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.

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

WITNESSES:	Lakewood Townhome Developers, Inc.,	
Please Print Name  May a and tota	a Florida corporation	
Mary A Andriotis Please Print Name	By: Eric D. Ispanbergh, President (Corporate Seal)	
STATE OF FLORIDA COUNTY OF HILLSBOROUGH		
The foregoing instrument was acknowledged before me this <u>A</u> day of <u>YYARCH</u> .  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 as identification and did (did not) take an oath.		
My Commission Number: My Commission Expires:	Carol R. Ferzey Notary Public	
ar - y - w - wanderdrive was a sure by the was	Print Name  CAROL R. FEZZEY  MY COMMISSION # DD 211430  EXPIRES: July 29, 2007	

Prepared By and Return To:

OBK 14741 PG 1399

Molloy & James
325 South Boulevard

Tampa, Florida 33606

Pes 1399 - 1400; (2pgs)

RECORDED 03/04/2005 09:49:49 AM

CLERK OF COUNTY

DEPUTY CLERK J Anglis

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

THIS AMENDMENT is made this \_\_\_\_\_ day of \_\_\_\_\_\_, 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 Page 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 , page 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.

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

Lakewood Townhome Developers, Inc., WITNESSES: a Florida corporation Please Print Name By: Eric D. Isenbergh, President Please Print Name (Corporate Seal) STATE OF FLORIDA **COUNTY OF HILLSBOROUGH** The foregoing instrument was acknowledged before me this <u>a</u> day of <u>MARCH</u>, 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 as identification and did (did not) take an oath. My Commission Number: My Commission Expires: **Print Name** CAROL R. FEZZEY MY COMMISSION # DD 211430 EXPIRES: July 29, 2007

1-800-3-NOTARY

FL Notery Discount Assoc. Co.

Prepared by and Rohum bo. James R. DE FURIO, P.A. P.O. BOX 172717 Tampa, FL 33602

INSTRUMENT#: 2008383652, O BK 18943 PG 522-524 11/03/2008 at 12:20:04 PM, DEPUTY CLERK: BLOGGANS Pat Frank, Clerk of the Circuit Court Hillsborough County

Corrective Amendment to the Declaration of Covenants, Conditions and Restrictions for Lakewood Ridge Townhomes

THIS AMENDMENT is made this 2121 day of October, 2008 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")' as later amended form time to time; and

WHEREAS, at Official Records Book 14760 Page 1745, et seq of the Public Records of Hillsborough County, Florida, the Declarant recorded an amendment to the Declaration (the "second amendment") which purported to delete in its entirety Article IV, Section 18 of the Declaration, and to replace it with language required by the Department of Environmental Protection for the State of Florida ("DEP"), and

WHEREAS, in fact the Declarant did not intend to entirely delete Article IV, Section 18, but rather intended to add the language required by DEP, and to preserve the language which gives the Association the right to shut off water to units that were past due in the payment of their assessments; and

WHEREAS, at the time of the recording of the second amendment the Declarant was in control of the Association and had the right to amend the Declaration without the joinder of the unit owners; and

WHEREAS, the Declarant intends that this corrective amendment relate back to the recording of the second amendment,

NOW THEREFORE, the Declaration hereby corrects the second amendment as follows:

Additions indicated by underlining

Deletions indicated by striking through Unaffected text by "..."

Section 18. Utility Assessments. Water and Wastewater Fees. 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. 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.

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, thus 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 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 any assessment.

This section may not be amended without first notifying DEP or their assignee.

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

Lakewood Townhome Developers, Inc.

Executed and declared in the

TEACONA - C	Lakewood Townhome Developers, Inc.
Witness  Ann M. Barba (Print name signed above)	Eric D. Isenbergh, President
Vitness  John L. Romen (Print name signed above)	
STATE OF FLORIDA COUNTY OF HILLSBOROUGH  The foregoing instrument was ack 2008, by Eric D. Isenbergh, as President of	nowledged before me this <u>2/ST</u> day of <u>Dozonee</u> , of Lakewood Townhome Developers, Inc. a Florida
corporation, who is personally known to ridentification.	
D. J. D.	JOAN L ROMAN  MANISSION # DD 528548  PIRES: May 11, 2010  Thru Notary Public Underwreters
My Commission expires	(Print, Typed or Stamped name of Notary)
Commission Number	

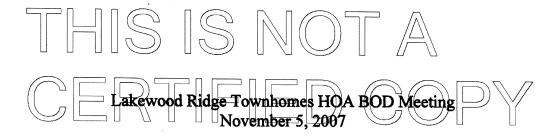
# THIS IS NOT A CERTIFIED COPY

Prepared by and return to: Ellen Hirsch de Haan, Esq. Becker & Poliakoff, P.A. Park Place 311 Park Place Blvd., Suite 250 Clearwater, FL 33759

4/7/2008

### CERTIFICATE OF RECORDING RULES AND REGULATIONS OF LAKEWOOD RIDGE TOWNHOMES ASSOCIATION, INC.

Regulations of Lakewood Ridge Townhomes Conditions, and Restrictions of Lakewood Ridge 13926 at Page 738, and at Plat Book 100, Founty, Florida. The Rules and Regulations Association's Governing Documents at a meeting	ed our hands this 19 <sup>th</sup> day of November,
Sign Julisa Cathull  Print Chelley  Print Carrie Chelley	LAKEWOOD RIDGE TOWNHOMES ASSOCIATION, INC.  By: President
STATE OF FLORIDA ) SS COUNTY OF HILLSBOROUGH )	
2007, by Louis Pittelli, as Preside Inc., a Florida not-for-profit corporation, on beh	edged before me this 4 day of November, ent of Lakewood Ridge Townhomes Association, alf of the corporation. He/She is personally known entification.
MARY COLLISTER SIGN COMMISSION # DD307834 EXPIRES 4/7/2008 BONDED THRU 1-888-NOTARY1  My Commission Expires:	
my commoner majories.	



This meeting was called to order at 6:30 with Lou Pitelli, Ruth Cherry and Kasha Thurston in attendance along with Mary C. from COA. Absent from the meeting was Robert Paz and Rich Stehm.

The reading of the minutes of the previous meeting was waived, and they were accepted unanimously. The treasurer's report was deferred until the January meeting as Rich is the acting treasurer.

#### Unfinished business discussed included:

- 1. Unanimous approval of the rule changes (list attached). These have been vetted by our attorney and will be recorded and then COA will mail copies to all owners. Violators of these rules will be referred to the BOD for possible referral to the Fine Committee.
- 2. The community has received a mini-grant from the County of \$1,500 to be used for a community event. This must be used by August, 2008. A decision regarding what kind of event was deferred until the January meeting so that ideas can be discussed. Karen Carhart and Ruth Cherry agreed to investigate some possibilities.
- 3. Lou announced that Verizon has begun the community set up for the installation of FIOS for those residents who wish it. The wiring will run along the backs of each building concealed in a conduit-like tube which is the same color as the building.
- 4. The re-structure of the architectural rules has been deferred until January pending a report by the ACC.

Under new business, Mary presented the BOD with the new umbrella policy and Lou signed accepting it.

Knt a

The meeting was adjourned at 7:00 pm.

Signed: Ruth Cherry