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Prepared by and
when recorded return to:
Robert Andrew George, Esq.

SHUMAKER

R
Shumaker, Loop & Kendrick, LLP
101 East Kennedy Boulevard
Suite 2800
Tampa, Florida 33602
Phone: (813) 229-7600



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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR HUNTINGTON RIDGE TOWN HOMES**

This Certificate of Amendment to the Declaration of Restrictions for Huntington Ridge Town Homes ("Amendment") is made as of the 31st day of March, 2009, by the Huntington Ridge Town Homes Association, Inc., a Florida non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, the Declaration of Restrictions for Huntington Ridge Town Homes was made by Woody Woods, LLC, a Florida limited liability company, and recorded on July 20, 2004 in Official Records Book 5950 at Page 293 of the Public Records of Pasco County, Florida, as previously amended (the "Declaration"), respecting the community located in Pasco County, Florida known as Huntington Ridge Town Homes ("Huntington Ridge");

WHEREAS, the Declaration provides that the Declaration may be amended by at any time from time to time by a resolution approved at a meeting of the members of the Association by the affirmative vote of the Owners of two-thirds (2/3) of the Lots. Any such amendment is effective upon the execution by the Association and recording of a certificate setting forth the amendment in the Public Records of Pasco County, Florida;

WHEREAS, at a duly noticed meeting of the membership of the Association, at which a quorum of members was present, held on the 12th day of November, 2008 and in the manner required by the Association's governing documents, at least two-thirds (2/3) of the Owners of Lots eligible to cast the votes of the Association approved, in person or by proxy, the below amendments to the Declaration; and

WHEREAS, the Association desires to amend the Declaration as provided herein.

NOW, THEREFORE, the Association hereby declares that the Declaration is amended as hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment.

2. **Capitalized Terms.** All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration, except that the following defined term is hereby modified:

“Declaration” shall mean the Declaration, together with all amendments and modifications thereof.

3. **Strikethrough / Underline / Ellipsis.** With respect to the following amendments, text to be deleted is indicated by ~~strikethrough~~ and text to be added is indicated by underline. Ellipses (...) indicate that the language omitted by the ellipsis shall remain unchanged.

4. **Amendments to Article V.**

a. Article V, Section 2 of the Declaration is hereby amended and restated in its entirety as follows:

Section 2. Dwellings and Lots. Except as set forth herein and elsewhere in this Article V, the Association shall have no obligation to maintain, repair, or replace any part of any Lot or any improvements installed thereon. The Association shall be responsible for maintaining the exterior surfaces of any dwelling or other improvement originally installed by the Declarant on a Lot in a reasonably good appearance, including painting and cleaning the exterior walls and gutters. The foregoing maintenance obligation applies only with respect to maintaining the cosmetic and aesthetic appearance of the above-described exterior components and does not include any obligation on the part of the Association for structural maintenance, repair, or replacement. The Association shall be responsible for repair and replacement of the roofs of dwellings only so long as the need for such repair or replacement arises as the result of normal wear and tear. The Association does not provide any warranties or guaranties against damage by ants, termites, or other insects and pests; however, the Association shall treat the exterior, subterranean components of dwellings to control and attempt to prevent infestation by termites and other insects and pests. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, the Association shall not be responsible for the maintenance, repair, or replacement of any exterior component of a Lot necessitated as a result of the negligence or intentional act or omission of the Lot Owner or any family member, tenant, guest, or invitee of such Owner. In the event damage to any exterior component of the dwelling or other improvement is caused by the negligence or intentional act or omission of the Lot Owner or any family member, tenant, guest, or invitee of such Owner, the Association shall have the right, but not the obligation, to enter upon said Lot and maintain, repair, or replace the

improvements and charge the Lot Owner an amount equal to one hundred and twenty percent (120%) of the cost incurred by the Association for such services.

b. Article V, Section 4 of the Declaration is hereby modified and amended as follows:

Section 4. Lawn and Landscaping Maintenance. The Association shall maintain lawn areas on the Lots, including mowing, edging, irrigating and fertilizing, and landscaped areas on the Lots as originally installed by the Declarant, including weeding, trimming and irrigating. Lot Owners may install landscaping other than lawn anywhere on their respective Lots that does not unreasonably interfere with the Association's lawn maintenance obligations, or the rights of other Lot Owners, subject to Article VII, Section 2 below. Any Lot Owner installing any landscaping features on a Lot different from or in addition to that originally installed by the Declarant shall maintain such installations at his own expense. The Association shall have no obligation to and no responsibility for maintaining, repairing, or replacing any landscaping features installed by a Lot Owner. . . . Each Lot Owner shall be responsible to the Association for any damage or injury to the Irrigation System due to the negligence or intentional act or omission of the Lot Owner or any family member, tenant, guest, or invitee of such Owner. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with this Declaration. In the event of an intentional or unintentional violation of this Section, the violator may be required by the Board to replace the removed tree with one (1) or more comparable trees of such size and number and in such locations as the Board, in its sole discretion, may determine necessary to mitigate the damage. No substantial alteration to the landscaping, including but not limited to paving, excavating, or placing gravel or stones thereon, shall be permitted without prior written approval by the Architectural Control Board.

c. Article V of the Declaration is hereby modified and amended so as to add the following Section 9 thereto:

Section 9. No Liability. The Association shall not in any manner be considered insurers or guarantors of any person's safety on the Property, nor shall the Association have any liability to any person for death, injury or other loss occurring anywhere on or about the Property.

5. Amendments to Article VI.

a. Article VI, Section 1 of the Declaration is hereby amended and restated in its entirety as follows:

Section 1. Owner's Responsibility. Each Lot Owner shall maintain, repair, and replace, at such Owner's expense, all portions of the Lot and improvements constructed thereon that are not to be maintained by the

Association as provided in Article V above, including, without limitation, any and all glass surfaces, screens, and doors. Each Lot Owner shall maintain such improvements in good appearance and safe conditions, and the repair of any damage or deterioration of any such improvements shall be made in a timely manner. In the event a Lot Owner fails to maintain, repair, or replace improvements as described herein, the Association shall have the right, but not the obligation, to enter upon said Lot and maintain, repair, or replace the improvements and charge the Lot Owner an amount equal to one hundred and twenty percent (120%) of the cost incurred by the Association for such services.

b. Article VI, Section 2(c) of the Declaration is hereby modified and amended as follows:

Section 2. Owner Liability. Should any Owner do any of the following:

...

(c) Undertake unauthorized modifications or additions to any portion of a his Lot or improvements constructed thereon ~~which that~~ violates any of the provisions of Article V above, this Article VI, or Article VII hereafter, or fails to perform any of the Owner's obligations under the provisions of any of the above-referenced Articles, the Association, after ten (10) ~~day's~~ days' prior written notice, shall have the right, but not the obligation, through its agents and employees, to enter upon said Lot and cause the required maintenance, repairs or replacements to be performed, or as the case may be, remove unauthorized modifications or additions. The cost thereof

6. Amendments to Article VIII.

a. Article VIII, Section 1 of the Declaration is hereby amended and restated in its entirety as follows:

Section 1. No construction, which term shall include within its definition staking, clearing, excavating, grading, and other site work; no exterior alteration or modification of existing improvements; no exterior painting; and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements set forth herein have been fully met and until the approval of the appropriate committee has been obtained pursuant to this Declaration. The Board of Directors may establish reasonable fees to be charged by the committees on behalf of the Association for review of applications hereunder and may require such fees to be paid in full prior to review of any application. All dwellings constructed on any portion of the Property shall be designed and built in accordance with the requirements of the Pasco County Building Department. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in this Article VIII.

b. Article VIII, Section 2 of the Declaration is hereby modified and amended as follows:

Section 2. Any proposed construction, improvement to, or alteration, modification or other change to a Lot (other than changes that affect only the interior of the building(s) already constructed on the Lot), including landscaping on a Lot, shall be submitted to the Architectural Control Board (the 'ACB'). The Board of Directors, or the ACB if the Board delegates such authority to the ACB, shall publish, from time to time, guidelines and standards regarding the location, size, type, or appearance of improvements, alterations, and modifications. The ACB shall have the sole right and authority to review, approve and disapprove of proposed improvements, alterations, and modifications or other changes to the Lots. The ACB shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions of this Article and other provisions of this Declaration within its jurisdiction. . . . Approval of requests shall not be unreasonably withheld, and shall not be withheld in a discriminatory manner nor in any manner which unreasonably prohibits the reasonable development of any Lot; provided, however, that, the ACB shall be concerned with, among other things, the aesthetic consistency of the Lots and the improvements thereon, and it shall be permitted to withhold its approval based on aesthetic consistency considerations and the failure of the request to conform with the guidelines and standards published by the Board or the ACB. The ACB shall

7. Amendments to Article XI.

a. Article XI, Section 2 of the Declaration is hereby modified and amended as follows:

Section 2. Animals. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals or reptiles, shall be kept, raised, or maintained on any Lot; provided, however, that no more than two (2) household pets (to include dogs, cats and other animals generally recognized as household pets), each of which may be no more than ~~seventy-five (75)~~ fifty (50) pounds in weight at maturity, may be kept on any Lot at any one time. The keeping of a dog or other domestic pet is

b. Article XI, Section 9 of the Declaration is hereby modified and amended as follows:

Section 9. Residential Use. The Lots shall only be used for residential purposes No Lot or dwelling may be subdivided and no person may rent or lease less than the whole Lot or dwelling. No garage sale, moving sale, rummage sale, or similar activity shall be permitted without prior written approval of the Board of Directors. Any use of a Lot that is permitted by applicable zoning requirements shall not constitute a violation of this Section.

c. Article XI, Section 18 of the Declaration is hereby modified and amended as follows:

Section 18. Leasing. Lot Owners may lease their Lots, subject to the provisions of this Section. All leases shall be in writing. No lease on any Lot may be made for a term of less than ~~three (3) months~~ six (6) months, and no Lot Owner may commence more than two (2) leases during any consecutive twelve-month period. Lots may be rented only in their entirety. No single rooms or other fraction or portion of a Lot constituting of less than the entire dwelling may be leased, nor shall any Lot or portion thereof be used for operation of a boarding house or similar accommodation for transient tenants. Within fifteen (15) days after the commencement of any lease of a Lot . . .

d. Article XI of the Declaration is hereby modified and amended so as to add the following Section 27 thereto:

Section 27. Seasonal Decorations / Flags. Seasonal decorative lights and other ornamentation may be temporarily installed and displayed on Lots between October 15 and November 7 and from Thanksgiving Day to January 15 of each calendar year, without prior approval of the ACB as otherwise required pursuant to Article VIII of this Declaration. Any Lot Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

8. **Amendment to Article XII.** Article XII of the Declaration is hereby modified and amended so as to add the following Section 4 thereto:

Section 4. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry and maintain, at such Owner's sole cost and expense, hazard insurance (and flood insurance, if applicable) on the Lot and other structures constructed thereon and public liability insurance covering the Lot, and such policies of insurance shall meet the same requirements as set forth in this Declaration for insurance on the Common Area. Each Owner agrees to provide proof of such insurance coverages within ten (10) days' of the Association's written request. Each Owner further covenants and agrees that in the event of loss or damage of structures comprising his or her Lot arising from a casualty, such as damage from fire, flood, or natural disaster, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration. The Owner shall pay any costs of repair or reconstruction that are not covered by insurance proceeds. The Owner shall reconstruct the structure in a manner that is consistent

with this Declaration as soon as owner is lawfully permitted to do so. Permits for reconstruction shall be requested from Pasco County within sixty (60) days after the Owner is lawfully permitted to begin reconstruction. Reconstruction shall be completed not later than one (1) year after the Pasco County building permit is obtained or such later date as may be approved in writing by the Board. In the event of a natural disaster, the Board may waive all or any portion of this Section. For purposes of this Section, a "natural disaster" shall include, but not be limited to a hurricane, tornado, or sinkhole that causes in excess of \$500,000 of damage to property within Huntington Ridge or causes damage to structures on more than five Lots.

9. Conflicts. In the event that there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this Amendment and the Declaration shall be construed as a single document.

10. Covenant Running with the Land. The covenants and restrictions of this Declaration shall run with the Property of Huntington Ridge and shall bind and inure to the benefit of each present and future Owner of interest therein, and shall be binding upon their successors and assigns.

11. Ratification. All provisions of the Declaration are hereby ratified and shall be of full force and affect, except as specifically modified and amended by this Amendment.

[Signatures on following pages]

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 31 day of March, 2009.

Witnesses:

HUNTINGTON RIDGE TOWN HOMES
ASSOCIATION, INC., a Florida non-profit
corporation

Linda J. Conti
Print Name: Linda J. Conti

By: Albert Alhadeff
Print Name: ALBERT ALHADEFF
President

Marjorie Goicoechea
Print Name: MARJORIE GOICOECHEA

By: Nancy T. Taylor
Print Name: Nancy T. Taylor
Secretary

STATE OF FL
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 31 day of March, 2009 by Albert Alhadeff, as President, and by Nancy T Taylor, as Secretary, of Huntington Ridge Town Homes Association, Inc., a Florida non-profit corporation, who are personally known to me or who produced FL DL's as identification.

Linda J. Conti
NOTARY PUBLIC
Print Name: Linda J. Conti
My Commission Expires:

