

PREPARED BY AND RETURN TO:
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CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR WILLOW STREET PROPERTIES

The undersigned officers of Willow Street Properties Homeowners Association, Inc., the corporation in charge of the operation and control of Willow Townhouses, according to the Declaration of Covenants, Conditions, Restrictions and Easements for Willow Street Properties as recorded in Official Records Book 11046, at Pages 1189, et seq., of the Public Records of Hillsborough County, Florida, hereby certify that the following attached Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Willow Street Properties was approved by a vote of not less than a majority of the Owners of Lots within Willow Townhouses at a special meeting held on the 13th day of April, 2016. The undersigned further certify that the amendment was proposed and approved in accordance with the documents governing Willow Street Properties Homeowners Association, Inc. and applicable law.

IN WITNESS WHEREOF, Willow Street Properties Homeowners Association, Inc. has caused this Certificate to be executed in its name on the 25th day of May, 2016.

Witness (1)

By: Alicia M. Prieto
(name, typed or printed)

Witness (1)
Signature: Alicia M. Prieto

Witness (2)

By: Colleen Barraza
(name, typed or printed)

Witness (2)
Signature: Colleen Barraza

Willow Street Properties Homeowners
Association, Inc.
By: Julie Alexander
Signature

Julie Alexander
(name, typed or printed)
President

ATTEST: H.V. Belrose
By: H.V. Belrose
Signature

Henri V. Belrose
(name, typed or printed)
Secretary

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS FOR
WILLOW STREET PROPERTIES**

ARTICLE 1.

DEFINITIONS

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SECTION 1.9 **“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 single-family attached residential use. Any such single-family residence constructed on the Lots shall mean and refer to a “dwelling unit.”

ARTICLE 3.

PROPERTY RIGHTS

SECTION 3.1 **Owner’s Easement of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Areas. Such right and easement shall not include any right or easement of access across any Lot to the Common Areas. Such right and easement shall be appurtenant to, and shall pass with, the title to every Lot or authorized right to occupy any Lot, subject to the following:

...

(g) An access easement in favor of the Association which is necessary for the Association to keep the Common Areas and the portions of the Lots, including the dwelling units, for which the Association has the responsibility to repair, maintain, and replace in a good state of maintenance and repair;

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ARTICLE 6.
MAINTENANCE

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SECTION 6.1.2 Pest Control Services; Building Exterior and Roof Maintenance. The Association shall contract for and provide extermination and pest control services for the Lots. The Association shall have no obligation to repair or replace any portion of the dwelling units or Lots damaged by pests, rodents, or the like.

The Association shall be responsible for painting and pressure washing entrance walls, other common subdivision walls, and the exterior walls of the dwelling units, notwithstanding that any of the foregoing is located in whole or in part upon one (1) or more Lots. The Association may, but has no obligation to, paint or pressure wash the surface of any wall, fence, or gate outside of a dwelling unit; however, such obligation shall remain the responsibility of the Owners notwithstanding the Association's option to exercise its right to perform the same. The Association shall also maintain, repair, and replace all roofs on the dwelling units, regardless of whether the roofs are located in whole or in part upon one (1) or more Lots.

SECTION 6.1.3 Association's Additional Maintenance Responsibilities In the Event of a Casualty. Notwithstanding anything to the contrary provided for in this Declaration, the Association shall have additional repair and replacement obligations as provided for in Section 9.8 of this Declaration.

SECTION 6.2 Owner's Maintenance Obligation. Each Owner is responsible, at the Owner's expense, for the maintenance, repair and replacement of all portions of, and all other improvements constructed on his Lot, including his dwelling unit, that are not the Association's responsibility pursuant to this Article or Section 9.8 of this Declaration.

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ARTICLE 7.

ASSESSMENTS

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SECTION 7.2 **Purpose of Annual Assessment.** An annual assessment shall be established by the Board of Directors for the purpose of operating the Association and accomplishing any and all of the Association's purposes, obligations and responsibilities with regard to:

(a) the ownership, operation, maintenance, repair and replacement of the Common Areas and any tennis court or park equipment thereon, walls which are to be maintained by the Association and/or any landscaped, sodded, and irrigated areas in dedicated right-of-ways and the maintenance, repair, and replacement of any portion of Lots, including the dwelling units, for which the Association is responsible to maintain, repair, or replace as provided for in this Declaration;

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The annual assessment shall include reserves for establishing and maintaining an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas and any portion of Lots, including the dwelling units, for which the Association is responsible to maintain, repair, or replace as provided for in this Declaration.

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SECTION 7.5 **Special Assessments.** In addition to the annual assessment, the Association may levy special assessments for the purposes of defraying the cost of extraordinary items of expense, emergencies or other non-recurring expenses, such as the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas and any

portion of Lots, including the dwelling units, for which the Association is responsible to maintain, repair, or replace as provided for in this Declaration, including fixtures, equipment and personal property placed thereon and related thereto; provided, however, that any such special assessment must be approved by a majority vote of the Board of Directors. Special assessments shall be allocated and assessed equally among the Owners, including Declarant. Special assessments shall be paid within thirty (30) days after notice of such assessment is sent to the Owners, unless otherwise provided in such notice by the Association.

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ARTICLE 9.

INSURANCE

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SECTION 9.6.1. Proceeds Received Association. All proceeds received by the Association for any loss, damage or destruction of: (1) any building, improvement, landscaping, equipment, supplies or materials located on and used in connection with the Common Areas or (2) any portion of Lots, including the dwelling units, for which the Association is required to insure shall be utilized by the Association to repair, replace or reconstruct any such building, improvement, landscaping, equipment supplies or materials or other property. As to the Common Areas only, any difference between the amount of insurance proceeds received by the Association and the amount required to complete the repair, replacement or reconstruction of the Common Areas shall be an expense of the Association for which the Association shall levy a special assessment against all Owners to obtain that difference. Any repair, replacement or reconstruction that is the responsibility of the Association as provided in this Declaration shall be substantially in accordance with the plans and specifications of the original building or

improvement, or as the building or improvement was last repaired or reconstructed, and shall be of similar quality and value in the case of equipment, personal property, landscaping supplies or materials as that previously purchased and maintained by the Association; provided, however, that such repair, replacement or reconstruction shall be modified when necessary to conform with the then current restrictions, ordinance, and codes of any governmental entity that has jurisdiction over the use and occupancy of the Property.

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SECTION 9.8 Association's Obligations to Insure Certain Portions of the

Lots. The Association shall obtain and maintain an adequate policy of property insurance covering the following:

All portions of the dwelling units as originally installed or replacements of like kind and quality, in accordance with the original plans and specifications. The Association's policy of property insurance shall exclude from the policy all personal property within the dwelling units or upon the Lots, and floor, wall, and ceiling coverings, including wall and ceiling texture, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the dwelling unit and serve only such dwelling unit and all alterations or additions made to the dwelling unit, unless the Association, in writing, expressly agrees to provide insurance for such alterations; such property and any insurance thereupon is the responsibility of the dwelling unit Owner.

Any portion of the dwelling units that the Association is required to insure that is damaged by fire, wind, flood, tornado, hurricane, water leak, sewer backup, seepage, or

other casualty (collectively hereinafter called "casualty") must be repaired, replaced or reconstructed by the Association as a common expense. Notwithstanding the foregoing, in the event of casualty damage to only one dwelling unit and the cost to repair or replace the damaged property is less than the property insurance policy's deductible or the claim is denied for any reason, the Owner of said dwelling unit shall be liable for the cost of all repairs as well as making all repairs to the dwelling unit. The Association shall not be liable for any incidental damage to a dwelling unit caused by repairs made pursuant to this Section.

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ARTICLE 13.

RIGHT OF ENTRY AND INSPECTION IN FAVOR OF ASSOCIATION

SECTION 13.1 **Right of Entry and Inspection.** The Association, and its authorized agents and representatives, shall have the right to enter upon any portion of the Property, including individual Lots, including the dwelling units, during reasonable hours, for the purpose of conducting an inspection to ascertain whether the covenants, conditions, restrictions and easements contained in this Declaration are being complied with or to perform any of its inspection, maintenance, or repair obligations provided for in this Declaration. In the event any such inspection reveals the existence of a violation of the covenants, conditions, restrictions and easements contained in this Declaration, then the Association, and its authorized agents and representatives, shall have the right to enter upon any portion of the Property, including individual Lots, for the purpose of eliminating any violation at the expense of the person or entity responsible for such violation. Any such entry by the Association, or its authorized agents

or representatives, shall be made at reasonable times and upon reasonable notice to the Owner of any such Lot.

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ARTICLE 18.

PARTY WALLS AND UTILITY CONNECTIONS

SECTION 18.1 **General Rules of Law to Apply.** Each wall or fence built upon the Property and placed on a dividing line between Lots are considered to be a party wall or fence, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and the liability for property damage caused by negligence or willful acts or commission apply to the ownership, maintenance and use of such walls and fences. The Article shall be construed to alter the maintenance obligations provided for in Articles 6 and 9 of this Declaration.

SECTION 18.2 **Sharing of Repair and Maintenance.** The cost of reasonable repair, maintenance and replacement of a party wall or fence shall be shared by the Owners who make use of the wall or fence in proportion to such use.

SECTION 18.3 **Destruction by Fire or Other Casualty.** If a party wall or fence is destroyed or damaged by fire or other casualty and is not covered by insurance, any Owner who has used the wall or fence may restore it, and, if other Owners thereafter make use of the wall or fence, 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 18.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes any party wall or fence 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.

(All other portions of the Declaration remain in full force and effect.)