

Prepared by:  
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## **AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAGO DEL SUR**

THIS AMENDMENT to the Declaration of Covenants, Conditions, Restrictions and Easements for Lago Del Sur is made effective by Lago Del Sur Homeowners Association, Inc., a Florida corporation not for profit, ("Association").

### **WITNESSETH**

**WHEREAS**, on or about August 23, 2002, Edgco, LLC (the "Developer"), caused to be recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Lago Del Sur, recorded at Official Records Book 2088, Page 1396, *et seq.*, of the Official Records of Clay County, Florida, hereinafter referred to as the "Declaration";

**WHEREAS**, it is the desire of the Association to implement restrictions on the maintenance of common roofs;

**WHEREAS**, it is the desire of the Association that the restrictions stated herein shall come into effect for current and future Owners of Lots in the Association upon recording of this Amendment;

**WHEREAS**, pursuant to Article XI, Section 12(c) of the Declaration, the Declaration may be amended by the Association with the affirmative vote at least a majority of the votes of the Association at a duly called meeting of the Association; and

**WHEREAS**, the affirmative vote of at least a majority of the total votes of the Association was obtained at a vote at a meeting of the membership of the Association which obtained quorum and conducted for that purpose held on February 8, 2023.

**NOW THEREFORE**, Lago Del Sur Homeowners Association, Inc. hereby amends the Declaration as follows:

(The text of the Amendment is on the following page)

(new words are inserted in the text and underlined; and words to be deleted are ~~lined through~~ with hyphens)

## ARTICLE X PARTY WALL AND COMMON ROOF

### Section 2. Common Roof.

- (a) General Rules of Law to Apply. To the extent not inconsistent with the provisions of this ~~Section 3~~ Section 2, the general rules of law regarding liability for Property damage due to negligence or willful acts or omissions shall apply concerning a common roof.
- (b) Sharing of Repairs, Maintenance and Replacement.  
Each Owner of a Lot constituting a part of the same building plot shall share equally the cost of reasonable repair, maintenance, and replacement of the common roof, including the purchase and payments of any insurance coverage for the common roof; subject, however, to the rights of any Owners sharing the common roof to call for a larger contribution under any rule of Law regarding liability for negligence or willful acts or omissions. In the event of an emergency, any Owner of a Lot shall have the right to enter upon the Lot of another Owner sharing a common roof, without notice, to make emergency repairs and thereafter demand contribution as herein provided.
- (c) Right to Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this ~~Section 3~~ Section 2 shall be appurtenant to the land and shall pass to such Owner's successors in title and may be collected in the manner of an assessment. The Association and any Owner of a Lot of the same building plot is entitled to enforce a Lot's obligation to contribute to costs of repair, maintenance, and replacement against any other Owner of a Lot.
- (d) Easement for Repair, Maintenance and Replacement of Common Roof. It is hereby granted to each Owner of a Lot constituting a part of the same building plot a non-exclusive easement and right to enter upon the Lot of another Owner sharing a common roof, upon reasonable notice and right of ingress and egress under, over and across the common roof for the purpose of repairing, maintaining and replacing the common roof.
- (e) Building Organization. For any repairs, maintenance, or replacement of the common roof of a building plot, each Lot owner shall reasonably confer with each other Lot owner in said building plot to arrange for a licensed roofing contractor to perform any inspections and all work to the common roof.

Non-emergency work for a common roof shall be authorized in writing by not less than three-fourths (3/4) of all Lot Owners of a building plot, or authorized by a majority of the Board of Directors, and any such authorization shall be effective as to any documentation required to perform the work on the common roof, including contractor contracts and application of any applicable permits. All contracts, permits, insurance policies, and inspection reports referring or relating to the common roof shall be submitted to the Association. Any warranty for the

common roof shall be assigned to the Association and the Association shall be an additional insured under any insurance policy which includes repair, replacement, or maintenance of the common roof. At least three-fourths (3/4) of all Lot Owners of a building plot, or a majority of the Board of Directors, shall execute a written instrument describing the work to be performed on the common roof and such instrument shall serve as authorization for work to be performed on the common roof of a building plot, and no Lot Owner of the building plot shall have any cause to prevent or object to the work to be performed as described in such instrument. A third party may rely upon such instrument in performing work on the common roof or for the issuance of any permit.

Emergency repairs or replacement of any part of a common roof may be authorized by the majority of the Board of Directors and each Lot Owner of a building plot shall equally contribute to the Association for any costs incurred by the Association to mitigate such emergency.

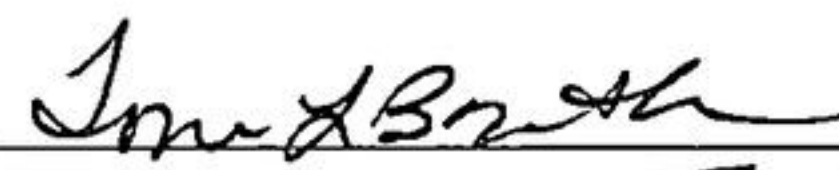
Lot Owners shall directly pay their proportional obligation to the selected contractor for the contemplated work and shall not hold funds on behalf of another Lot Owner. Failure of any Lot Owner to pay their proportional obligation to the selected contractor shall allow any other Lot Owner or the Association to enforce the terms of this Section 2 and require contribution from the other Lot Owner, and if litigation shall be necessary to enforce this obligation, the prevailing party shall be entitled to recovery of its reasonable attorney fees and costs. The Association may forward funds on behalf of an owner to allow work to be performed, and any amounts forwarded on behalf of a Lot Owner shall be secured by a lien against the Lot and recovered in the manner of an assessment.

IN WITNESS WHEREOF, the Association has caused these presents to be executed as required by law on this, the day and year first above written.

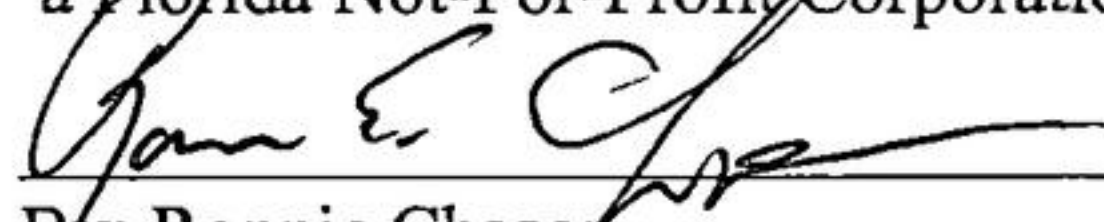
Signed, sealed and delivered in the presence of:

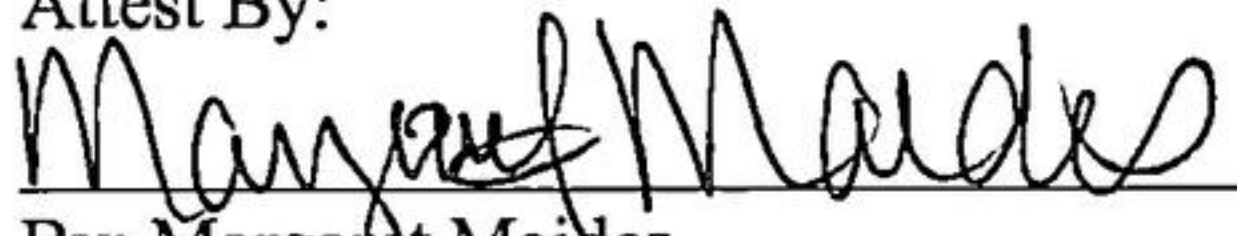
WITNESSES:

  
(Witness Print name SHAWN M ANTHONY)

  
(Witness Print name Toni L. Barthilde)

LAGO DEL SUR  
OWNERS ASSOCIATION, INC.,  
a Florida Not-For-Profit Corporation

  
By: Ronnie Chason  
Its: President

Attest By:  
  
By: Margaret Maides  
Its: Secretary

STATE OF FLORIDA )  
COUNTY OF Clay )

The foregoing instrument was acknowledged before me [x] by physical presence or [ ] by online notarization, this 30 day of March, 2023, by Ronnie Chason, as President for the Lago Del Sur Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who ( ) is personally known to me or provided (x) FL DL as identification, and who did take an oath.



TONI L. BOUTHILLET  
Notary Public  
State of Florida  
Comm# HH223118  
Expires 2/1/2026

Toni L. Bouthillet  
(Print Name Toni L. Bouthillet)  
NOTARY PUBLIC, State of Florida  
At Large.  
Commission No. HH 223118  
My Commission Expires: 2-1-2024

STATE OF FLORIDA )  
COUNTY OF Clay )

The foregoing instrument was acknowledged before me [x] by physical presence or [ ] by online notarization, this 30 day of March, 2023, Margaret Maides, as Secretary for Lago Del Sur Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who ( ) is personally known to me or provided (x) FL DL as identification, and who did take an oath.



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Notary Public  
State of Florida  
Comm# HH223118  
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Toni L. Bouthillet  
(Print Name Toni L. Bouthillet)  
NOTARY PUBLIC, State of Florida  
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Commission No. HH 223118  
My Commission Expires: 2-1-2024