

PREPARED BY AND RETURN TO:

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**CERTIFICATE OF FIRST AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR CAMBRIDGE NEIGHBORHOOD AND
NOTICE OF PRESERVATION OF COVENANTS**

WHEREAS, that certain DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR CAMBRIDGE NEIGHBORHOOD was caused to be recorded at Official Records Book 1684, Page 101, Public Records of Lake County, Florida (hereinafter "Declaration"); and

WHEREAS, Article XIV, Section 14.5 of the Declaration provides that the Declaration may be amended upon the recordation of an instrument executed by the Association upon (i) the vote of 75% of the Board and (ii) the Owners who are entitled to vote seventy-five percent (75%) of all votes of each class of voting membership in the Association who are entitled to vote on the matter as set forth in the Articles and By-Laws; and


WHEREAS, the amendments attached hereto, incorporated herein by reference, and marked Exhibit "A" ("amendments") were duly adopted by unanimous vote of the Board of Directors at a properly noticed and called meeting of the Board convened on the day of , 2023; and

WHEREAS, the amendments were presented to a vote of the Members by written consent in lieu of a meeting as expressly permitted by and in accordance with Section 3.7 of the Association's Bylaws on the 27th day of February, 2023 by mailing or hand delivery to all Members; and

WHEREAS, the amendments were adopted by at least 75% of the Members having executed written consents in favor of the amendments which shall be maintained amongst the official records of the Association, with the requisite number of consents having been received within sixty (60) days of receipt of the first written consent by the Association in accordance with Section 3.7 of the Bylaws; and

WHEREAS, F.S. 712.05(2), Florida Statutes (2022), provides for preservation of covenants and restrictions contemporaneous and in conjunction with an amendment to a community covenant or restriction that is indexed under the legal name of the property owners' association and references the recording information of the covenant or restriction to be preserved;

NOW, THEREFORE, be it certified and affirmed by the CAMBRIDGE AT KINGS RIDGE HOMEOWNERS ASSOCIATION, INC., that the amendments were adopted by the requisite vote of the Members as aforescribed, and the covenants and restrictions being preserved are set forth herein and by this amendment and notice of preservation shall be and are hereby preserved in accordance with F.S. 712.05(2), Florida Statutes (2022).



1. **Recitals.** The foregoing whereas clauses form a material part hereof and are hereby incorporated by reference as if fully set forth herein.
2. **Definitions.** All capitalized terms herein shall have the same meaning as those set forth in the Community Declaration unless the context clearly states otherwise.
3. **Amendments.** The amendments to the Declaration are set forth in Exhibit "A", attached hereto and incorporated herein by reference.
4. **Preservation of Covenants.** In accordance with the provisions of F.S. 712.05(2), Florida Statutes (2022), the CAMBRIDGE AT KINGS RIDGE HOMEOWNERS ASSOCIATION, INC., does hereby give notice of preservation of the following covenants and restrictions:
 - I. DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR CAMBRIDGE AT KINGS RIDGE NEIGHBORHOOD RECORDED AT OFFICIAL RECORDS BOOK 1684, AT PAGE 101, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 - II. PLAT OF CAMBRIDGE AT KINGS RIDGE, RECORDED AT PLAT BOOK 41, PAGES 43 – 45, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 - III. ARTICLES OF INCORPORATION OF CAMBRIDGE AT KINGS RIDGE HOMEOWNERS ASSOCIATION, INC. RECORDED AT OFFICIAL RECORDS BOOK 1684, PAGE 125, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 - IV. BYLAWS OF CAMBRIDGE AT KINGS RIDGE HOMEOWNERS ASSOCIATION, INC., RECORDED AT OFFICIAL RECORDS BOOK 1684, PAGE 136, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
5. **Full Force and Effect.** Except as expressly amended herein, all other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, be it hereby certified that the amendments to the Declaration attached hereto as Exhibit "A" were duly adopted by the CAMBRIDGE AT KINGS RIDGE HOMEOWNERS ASSOCIATION, INC., by written consent of the Members this 6th day of April, 2023.

CAMBRIDGE AT KINGS RIDGE
HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

Witnesses:

Thomas E. Marucco
Name: THOMAS E. MARUCCO

By: Scott Whipple President
Scott Whipple

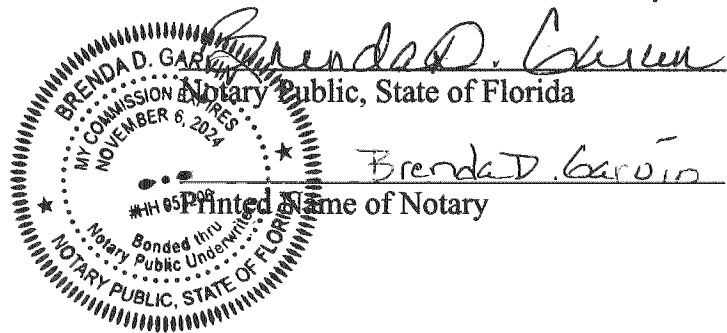
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SCOTT WHIPPLE, President

Karen Peterson
Name: KAREN PETERSON

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 10th day of April, 2023 by SCOTT WHIPPLE in his capacity as President of CAMBRIDGE AT KINGS RIDGE HOMEOWNERS ASSOCIATION, INC., who is personally known to me or who produced DL as identification.



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EXHIBIT "A" – AMENDMENTS

(NEW LANGUAGE IS UNDERLINED. DELETED LANGUAGE IS ~~STRICKEN THROUGH~~.)

DECLARATION**1. Article I, Section 1.3 of the Declaration is amended to read as follows:**

1.3. "Association shall mean and refer to Cambridge at Kings Ridge Neighborhood Homeowners Association, Inc., a Florida corporation not for profit.

2. Article I, Section 1.28 of the Declaration is amended to read as follows:

1.28. "Special Assessments" shall mean and include the following: (i) a charge against a particular Owner (and his Home) directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed or enforcement action taken pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration (the foregoing shall include but not be limited to any and all attorney's fees and costs incurred in seeking compliance, whether suit be brought or not); or (ii) a charge against each Owner (and his Home) directly attributable to the Owner equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration; or (iii) a charge against each Owner (and his Home) representing a portion of the costs to the Association for installation or construction of any improvements on any portion of the Common Areas which the Association may from time to time authorize.

3. Article I, Section 1.8 of the Declaration is deleted and this section is reserved for future use:

1.8 ~~"Club Charges" shall mean and refer to the Club Facilities Fee and Club Operating Costs as defined in the Community Declaration of Restrictive Covenants.~~
RESERVED FOR FUTURE USE.

4. Article VII, Section 7.1 of the Declaration is amended to read as follows:

7.1. Establishment of Committee and Acceptance by the Association. The Association, by virtue of its execution of this Declaration, acknowledges the necessity of maintaining the physical appearance and image of the Neighborhood as a quality residential Development and additionally, that the success of the Developer in developing and selling the remaining portions of the Kings Ridge Development

is closely related to the physical appearance and image of this Neighborhood and other communities within the Development.

Accordingly, there is established a Committee known as the "Architectural Control and Maintenance Standards Committee" hereinafter referred to as "Committee". The ~~Committee Board~~ shall be empowered to adopt and promulgate from time to time minimum standards for architectural control and maintenance of the physical appearance of the Neighborhood. Notwithstanding, the architectural and maintenance standards adopted by the Community Association shall be deemed incorporated into any such guidelines established by the Board by this reference. The Board may adopt standards more stringent than those imposed by the Community Association, but in no event shall the Board adopt standards that are less restrictive or in conflict with those adopted by the Community Association.

The Community Declaration establishes for the entire Kings Ridge Development, an Architectural Control Committee ("ACC") which imposes architectural control over the entire Kings Ridge Development. In addition to obtaining approval from the Committee, the owner must obtain approval from the ACC.

5. Article VII, Section 7.2 of the Declaration is amended to read as follows:

7.2. Members of Committee. The Committee shall consist of three (3) individuals designated by the ~~Developer Board of Directors~~. Each member of the Committee shall be appointed by the ~~Developer Board~~ and shall hold office until such time as he has resigned or has been removed and ~~Developer Board of Directors~~ has appointed his successor. The membership may include building and landscape architects, contractors, subcontractors and other persons that the ~~Developer Board~~ may deem sufficiently qualified to render an opinion as to architectural control and minimum standards of maintenance. Members of the Committee need not be Members of the Association.

6. Article VII, Section 7.6 of the Declaration is amended to read as follows:

7.6. Remedies in the Event of Non-Compliance. If the Committee shall find that any portion of the Neighborhood Lands are not being maintained in accordance with the minimum standards, or improvements to the Neighborhood Lands are not in compliance with the architectural standards of the Committee, the Committee shall issue a report to the ~~Developer particularizing the deficiencies and the Developer shall thereafter submit the report to the Board of the Association.~~ Within

thirty (30) days of receipt of the report, the Association shall, if pertaining to Common Areas, commence with the repair, maintenance, or restoration specified in the report and diligently pursue completion of same in an expeditious manner. The cost of all work on the Common Areas shall be the responsibility of the Association and shall be a Common Expense of the Association, unless caused by the negligent or intentional act of an Owner. If the deficiencies are in a particular Home, the Association shall notify the Owner of the deficiencies and the Owner shall commence with the repair, maintenance or restoration within 30 days of said notice and diligently pursue completion of same in an expeditious manner. The Board may permit more than 30 days to commence correction as aforesaid, subject to documentation supporting good faith efforts to comply and extenuating circumstances. The Association and each Home Owner in the Neighborhood does hereby authorize and vest in the ~~Developer~~ Association the following power should the ~~Association or Home Owner, whichever is applicable,~~ fail or refuse to commence and complete the maintenance work required by the report of the Committee. Upon continued failure of a Home Owner to correct such non-compliance as prescribed by the Board or its duly authorized Committee or managing agent, the Association shall have the option but not the obligation to enter upon such Homesite and take all such action as is necessary to correct such non-compliance. All costs incurred by the Association shall constitute a Special Assessment against the Homesite. The Association's remedies in the event of violations hereof shall be cumulative in nature and all costs of enforcement, including all attorney's fees and costs incurred whether suit be brought or not, shall be recoverable as a Special Assessment against the Homesite.

~~7.6.1. The Developer may let out for bid the work required by the report of the Committee, negotiate and accept bids and authorize contractors or subcontractors to enter upon the Neighborhood Lands, and the recreational facilities for the purpose of performing the specified work in which case the Developer shall be acting as the agent for the Association or Home Owner, whichever is applicable and the entrance upon the Neighborhood Lands and recreational facilities of those performing the work shall be a lawful entry and shall not be deemed a trespass. Developer shall have the right to pay the contractors or subcontractors performing the work and the Developer is authorized in its own name to record a lien against the Association or Home Owner, among the Public Records of Lake County, Florida, in the amount of the costs of said work that the Developer has expended which lien shall be deemed a lien against the Common Areas or Homesite for which the work was performed, which lien shall remain in effect until such time as it is satisfied of record by the~~

~~payment to the Developer of the monies expended by it together with interest at the rate of eighteen (18%) percent per annum from the date of the expenditure. The recordation of the lien is hereby deemed to constitute constructive notice to third parties of the existence of the lien and all sales, mortgages or other transfers or conveyances subsequent to the recording date shall be subject to the lien rights of the Developer. The Association and each Home Owner give and grant unto Developer the power to foreclose its lien in the event that it remains unpaid and agrees that the procedures to be utilized in said foreclosure proceeding shall be those set forth in the Statutes of the State of Florida relating to the foreclosure of a mechanic's lien and any and all defenses or rights to contest are hereby waived.~~

~~7.6.2. Alternatively, upon receiving the bids of contractors and subcontractors for the work required to be done by the report of the Committee, Developer may elect not to cause said work to be done, and notwithstanding that, to record the lien prescribed above in the amount of the bids of contractors and subcontractors for the work set forth in the Committee report. Upon payment of the lien to the Developer, the Developer shall then cause the work to be performed and to pay the contractors and subcontractors performing the work from the proceeds satisfying the lien. Upon payment of the contractors and subcontractors, Developer shall render to the Association or Home Owner, whichever is applicable, a report setting forth to whom and what amounts the funds were disbursed. The lien herein prescribed shall have the same priority upon recordation and shall be forecloseable in the same manner as that set forth in Section 6(a) of this Article VII. The report of the Committee shall be conclusive as to the nature of the work required to be done and the bids accepted by Developer shall be conclusive as to price.~~

7. Article XIII, Section 13.1 of the Declaration is amended to read as follows:

13.1. No Trade or Business. No trade, business, profession, or commercial activity, or any other nonresidential use, shall be conducted upon any portion of the Neighborhood or within any Homesite or Home. No activity shall be conducted upon any Homesite which involves employees or patrons visiting the Homesite, nor shall signage of any kind be permitted.

8. Article XIII, Section 13.6 of the Declaration is amended to read as follows:

13.6. Parking. The parking facilities shall be used in accordance with the regulations adopted by the Community Association. Owners' automobiles shall be

parked in the garage or driveway. Overnight parking of motor vehicles by guests of the Owner on the Common Area roadways shall be strictly prohibited. All lawn maintenance vehicles shall park on the driveway of the Homesite and not in the roadway or swale. No vehicle which cannot operate on its own power shall remain on the Properties for more than twelve hours, except in the garage of a Home. No repair, except emergency repair, of vehicles shall be made within the Properties, except in the garage of a Home. No commercial vehicle, recreational vehicle, boat or camper, may be kept in the Community except in the garage of a Home. The term commercial vehicle shall ~~not be deemed to include recreational vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21'5" or clean "non-working" vehicles such as pick-up trucks, vans or cars if they are used by the Owner on a daily basis for normal transportation~~ be defined as any vehicle which (i) resembles a tow truck, utility truck and/or commercial passenger van, as reasonably determined by the Board or Committee; (ii) displays the name, trade name, telephone number or other identifying information of any business or governmental entity or; (iii) otherwise bears the appearance of a commercial vehicle by reason of its normal contents (e.g. trade goods, extensive tools, ladders, roof racks), as reasonably determined by the Board or Committee.

9. Article XIII, Section 13.6 of the Declaration is amended to read as follows:

13.25. Leases. No portion of a Home (other than an entire Home) may be rented. No Home may be rented during the first twelve (12) consecutive calendar months following acquisition of title to the Home. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles and By-Laws of the Association, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Neighborhood or administered by the Association. Leasing of Homes shall also be subject to the prior written approval of the Association and the Association may reject the leasing of any Home on any grounds the Association elects. No lease shall be approved for a term of less than ~~ninety~~ one hundred fifty (150) consecutive calendar days. Only two (2) leases shall be permitted within a 365 day period, which 365 day period shall be deemed to commence on the date of the lease. No transient tenants may be accommodated in a Home, and all tenants and occupants shall be identified by the Owner and in occupancy pursuant to a formal lease agreement approved and in compliance with the terms hereof. The Owner shall provide complete copies of the Declaration, Rules

and Regulations and related documents available to the lessee and occupants. All leases are expressly subject to the age restrictions set forth in this Declaration and the Community Declaration. This Section 13.25 shall remain in force and effect ~~for a period of five (5) years from the date Home Owners other than Developer elect a majority of the Board of Directors of the Association. Thereafter, this Section shall remain in effect~~ until Home Owners owning not less than eighty (80%) percent of the voting interests represented at any meeting at which a quorum has been attained vote to change this Section in whole or in part. As a condition to the approval by the Association of a proposed lease of a Home, the Association, has the authority to require a security deposit in an amount not to exceed the equivalent of one month's rent be deposited into an escrow account maintained by the Association. The security deposit shall protect against damages to the Common Areas or Association Property. Within 15 days after a tenant vacates the Home the Association shall refund the full security deposit or give written notice to the tenant of any claim made against the security. Disputes under this Section 13.25 shall be handled in the same fashion as disputes concerning security deposits under Florida Statutes, Section 83.49. The Home Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. All leases shall also comply with and be subject to the provisions of Section 13.26 hereof.

10. Article XIV, Section 14.1.1 of the Declaration is amended to read as follows:

14.1.1. Breach of any of the covenants contained in the Declaration or the By-Laws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Owner, the Developer, by the Association or the successors-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees in an amount as the Court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and Court costs. Notwithstanding the foregoing, in the event any issue of non-compliance is referred to legal counsel, the Association shall be entitled to recover all such attorney's fees and costs, whether suit be brought or not, all of which shall be recoverable through imposition of a Special Assessment against the Homesite. The Association shall provide fourteen (14) days' notice of the Board Meeting at which the Special Assessment will be considered to the Owner allegedly in violation, together with an opportunity to be heard by the Board.