Prepared by & return to: Daniel J. Perka, Esq. 14400 Covenant Way Lakewood Ranch, FL 34202

## SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKEWOOD RANCH TOWN CENTER

This Seventh Amendment ("Seventh Amendment") is made this <u>H</u> day of <u>6CTOSER</u>, 2014 by SMR Communities Joint Venture ("Declarant"), a Florida general partnership, and is joined in by the Lakewood Ranch Town Center Owners Association, Inc. ("Association").

## **RECITALS**

- A. Declarant is the "Declarant" under that certain Declaration of Covenants, Conditions, and Restrictions for Lakewood Ranch Town Center recorded in Book 1524, Page 6099, Public Records of Manatee County, Florida, as amended by Amendments recorded in Book 1525, Page 3898; Book 1543, Page 5482; Book 1552, Page 1327; Book 2102, Page 6581, Book 2362, Page 5237; and Book 2372, Page 7020, and as expanded geographically by various Supplements of record (collectively, the "Declaration").
- B. Pursuant to Article XIII Section 4 of the Declaration, Declarant has the right to amend the Declaration, and wishes to do so as provided herein.

NOW, THEREFORE, the Declaration is hereby amended as follows:

- 1. Subsection (v) of Article VI, Section 1, is hereby deleted in its entirety and in place thereof there is hereby added the following text:
- No sign shall be erected, installed or placed within the Committed Property, or attached (v) to or placed upon any building or other Improvement located on any Parcel, or erected. installed or placed within public rights of way or Public Property adjacent to Committed Property, unless such sign has been approved by the Plans Review Committee. Any sign not so approved is an unauthorized sign. An unauthorized sign located within a Parcel shall be removed by the Owner of the Parcel within two (2) business days after written notice from the Association. If the Owner fails to remove an unauthorized sign within said time period, the Association or its agents may enter the Parcel without being guilty of trespass and, at the expense of the Owner, perform the work necessary to remove the sign. In the event that an Owner re-erects the same or a similar unauthorized sign after removal, the Association may without further notice enter the Parcel and remove the unauthorized sign at the expense of the Owner. Any costs incurred by the Association in the removal of an unauthorized sign shall be paid by Owner within fifteen (15) days after invoice, and if unpaid said sum shall be a lien on the Parcel in accordance with the provisions of Article V hereof, and the Association may bring an action at law or in equity. An unauthorized sign located within the Committed Property but not within a Parcel, or within the public rights-of-way or Public Property adjacent to Committed Property, may be removed by the Association immediately and without notice. Any unauthorized signs removed by the Association may be discarded without compensation to the owner thereof.

2. Capitalized terms used in this Seventh Amendment shall have the same meaning accorded them in the Declaration unless otherwise noted.

IN WITNESS WHEREOF, Declarant, joined by the Association, have caused this Seventh Amendment to be executed by their duly authorized representatives as of the date first written above.

SMR-1 DEVELOPMENT CORPORATION, INC. a Florida corporation

By:

Rex E. Jensen, President

SMR-2, Inc. a Florida corporation

By:

Rex E. Jensen, President

SMR-4, Inc. a Florida corporation

SMR-4, Inc. a Florida corporation

By:

Rex E. Jensen, President

SMR-4, Inc. a Florida corporation

By:

Rex E. Jensen, President

SMR-4, Inc. a Florida corporation

By:

Rex E. Jensen, President

STATE OF FLORIDA COUNTY OF MANATEE

The foregoing instrument was acknowledged before me, the undersigned Notary Public, on this **9** day of <u>Octobev</u>, 2014, by Rex E. Jensen, acting as President of SMR-1 Development Corporation, Inc., SMR-2, Inc., and SMR-4, Inc., on behalf of said companies. He (X) is personally known to me or (\_) has produced \_\_\_\_\_\_ as identification.



NOTARY PUBLIC Byelly

## BK 2540 PG 4132 Filed & Recorded 10/15/14 1:18:09 PM R. B. "CHIPS" SHORE Clerk of Circuit Court Manatee County FL. (3 of 3)

WITNESSES	Joined by LAKEWOOD RANCH TOWN CENTER OWNERS ASSOCIATION, INC.,
0.1.1.1.8.1	a Florida Not-for-Profit corporation
Name: Deborah S. Byerly	By: Jane Iff Land
Dehl a Cooper	Name: DANIEZ J. DERKA
Deborah A. Cooper	Title: VICE PRESIDENT
STATE OF FLORIDA COUNTY OF MANATEE	
on this <b>9</b> day of <u>October</u> , 20	owledged before me, the undersigned Notary Public, 14, by <u>Daniel J. Perka</u> , acting as <u>Vice President</u> Association, Inc., on behalf of said company. He (X) luced as
DEBORAH S. BYER Notary Public - State of	Florida