

After recording return to:

c/o Victoria Park SoHo Homeowner's Association, Inc.

Tampa, FL 33606

RESERVED FOR CLERK

**FIFTH AMENDMENT TO**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VICTORIA**  
**PARK SOHO HOMEOWNERS ASSOCIATION, INC.**

This Fifth AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VICTORIA PARK SOHO HOMEOWNER'S ASSOCIATION, INC. (the "Fifth Amendment") is made and entered into as of this 15 day of January 2007 by VICTORIA PARK SOHO HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, hereinafter referred to as the "Association".

**BACKGROUND FACTS:**

A. Courier City Development, LLC did previously declare, establish and record that certain *Declaration of Covenants, Conditions, and Restrictions of Victoria Park SoHo Homeowners Association, Inc.*, in Official Records Book 13297, Page 0999, Public Records of Hillsborough County, Florida, as amended by that *First Amendment to Declaration of Covenants, Conditions, and Restrictions of Victoria Park SoHo Homeowners Association, Inc.*, recorded in Official Records Book 14041, Page 0393, the *Second Amendment to Declaration of Covenants, Conditions, and Restrictions of Victoria Park SoHo Homeowners Association, Inc.*, recorded in Official Records Book 15028, Page 0308, the *Third Amendment to Declaration of Covenants, Conditions, and Restrictions of Victoria Park SoHo Homeowners Association, Inc.*, recorded in Official Records Book 15271, Page 0773, and the *Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions of Victoria Park SoHo Homeowners Association, Inc.*, recorded in Official Records Book 16580, Page 0189 (collectively, the "Declaration"), which Declaration encumbers certain therein described real property located in the City of Tampa, Hillsborough County, Florida (the "Property").

B. Pursuant to the Declaration, the Declaration may be amended by an instrument signed by the duly authorized officers of the Association, provided that such amendment has been approved by those members of the Association entitled to cast 2/3 of the total votes able to be cast at any regular or special meeting of the members duly called and convened.

C. On the 15 day of January 2007, a special meeting of the members of the Association was duly called and convened, and the proposed amendments contained herein were discussed, voted upon by the members of the Association entitled to cast at least 2/3 of the total votes able to be cast and any regular or special meeting of the Members, and approved.

NOW, THEREFORE, the Association hereby modifies and amends the Declaration as more specifically set forth below:

1. **Integration of Background Facts.** The aforestated background facts are true, accurate and correct and are incorporated herein by this reference.
2. **Defined Terms.** Capitalized or defined terms when used in the Declaration shall be assigned the same meaning and import when used herein.
3. **Insurance, Repair and Rebuilding.** Article IX of the Declaration, entitled "Insurance and Casualty Losses; Condemnation" is hereby deleted in its entirety (including any and all revisions, changes, amendments and/or substitutions thereto set forth in any of the Amendments to the Declaration) and the following is substituted in place thereof:

**ARTICLE IX**  
**INSURANCE AND CASUALTY LOSSES; CONDEMNATION**

**Section 1.** **The Association's Insurance Obligations.** Insurance, other than title insurance, shall be carried by the Association upon the Common Areas in accordance with the following provisions:

(a) All insurance policies upon the Common Areas shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the personal liability, personal Dwelling Unit, personal property or living expenses of any Owner and such Owner shall obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association.

(b) All improvements in the Common Areas and all personal property included in the Common Areas shall be insured by the Association in such an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against: (i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and (ii) Such other risks as from time to time shall be customarily covered with respect to improvements similar in construction, location and use as the improvements located upon the Property, including but not limited to vandalism and malicious mischief.

(c) The Association shall purchase and maintain general public liability insurance in such amounts and having such coverage as may be required by the Board of Directors of the Association.

(d) The Association shall purchase and maintain such other insurance as the Board Directors of the Association shall determine from time to time to be desirable.

(e) Premiums for the described insurance shall be a common expense, collected from Owners as part of the Annual General Assessment. Premiums shall be paid by the Association.

(f) All insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall be paid to the Association and distributed and used by the Board of Directors of the Association may determine.

Section 2. Owner's Insurance Obligations. Each Owner shall keep and maintain, at their sole cost and expense, insurance coverage upon his or her Lot and insuring the Dwelling located thereon, in an amount equal to the maximum insurable replacement value of said Dwelling, excluding foundation and excavation costs. Such coverage shall afford protection against: (i) loss or damage by fire, hurricane, tornado, wind storm, and other hazards covered by a standard extended coverage endorsement; and (ii) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Buildings located upon the Property, including but not limited to, vandalism and malicious mischief. Each Owner shall furnish proof of such insurance to the Association at the time of purchase of a Lot and shall furnish proof of renewal of such insurance on each anniversary date thereof. If an Owner shall fail to maintain the aforescribed Insurance, the Association may purchase the same on said Owner's behalf and assess such Owner for the cost thereof as a specific assessment as defined herein. Additionally, each Owner shall keep and maintain, at their sole cost and expense, liability insurance to cover accidents occurring within the Dwelling and on or about said Owner's Lot.

Section 3. Condemnation. In the event that any portion of the Common Areas shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Common Areas by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association and shall be distributed to the Association and to any Owner who is directly adversely affected by the condemnation, as their respective interests may appear.

4. Binding Effect. Except as modified and amended herein, the terms and provisions of the Declaration as originally executed and subsequently amended, shall remain in full force and effect, the terms and provisions of which are incorporated herein by this reference. In the event of a conflict between any of the terms and provisions of the Declaration, and any of the terms and provisions of this Fifth Amendment, the terms and provisions of this Fifth Amendment shall prevail.


**SIGNATURE PAGE FOLLOWS**  
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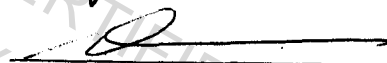
IN WITNESS WHEREOF, the following duly authorized officers of the Board of Directors of the Association have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**VICTORIA PARK SOHO HOMEOWNER'S  
ASSOCIATION, INC.**

a Florida not for profit corporation

  
Name: CRAIG A. Newman, PC

  
Name: ROXANNA MARCUS

By: 

Name: Jeff Forte  
President

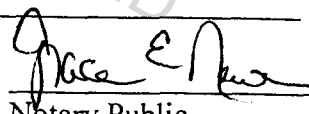
ATTEST:

By: 

Name: Tom Silver  
Secretary

**STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH**

The foregoing instrument was executed and acknowledged before me this 15 day of January 2007 by Jeff Forte the duly authorized President of Victoria Park SoHo Homeowner's Association, Inc., a Florida not-for-profit corporation, and attested to by Tom Silver, the duly authorized Secretary of Victoria Park SoHo Homeowner's Association, Inc., for and on behalf of said corporation, the same being personally known to me or produced \_\_\_\_\_ as identification.

  
Notary Public

Grace E. Newman  
Print name of Notary Public

My Commission Expires:



Grace E. Newman  
Commission # DD307388  
Expires: April 06, 2008  
Bonded Thru  
Atlantic Bonding Co., Inc.