

This Instrument Prepared by and Return to: Mankin Law Group
Address: 2535 Landmark Drive, Suite 212, Clearwater, FL 33761

**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND BYLAWS OF WESTCHESTER
LAKE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY the attached Amendments to the Declaration of Covenants, Conditions and Restrictions and Bylaws for Westchester Lake Townhomes Homeowners Association, Inc. originally recorded at Official Records Book 7532, Page 2233, et. seq., of the Public Records of Pinellas County, Florida, were duly approved at a meeting of the membership in the manner required in those documents on February 13, 2024.

IN WITNESS WHEREOF, we have affixed our hands this 16th day of February 2024 at Pinellas County, Florida.

**WESTCHESTER LAKE TOWNHOMES HOMEOWNERS
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

WITNESSES

[Signature]
Signature of Witness #1

Morgan Brophy
Printed Name of Witness #1

[Signature]
Signature of Witness #2

William Brophy
Printed Name of Witness #2

By: [Signature]
Ed Tafelski, President

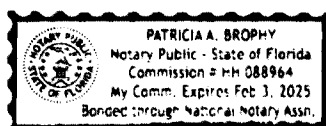
By: [Signature]
Michelle King, Secretary

**STATE OF FLORIDA)
COUNTY OF PINELLAS)**

BEFORE ME, the undersigned authority, personally appeared Ed Tafelski and Michelle King to me known to be the President and Secretary, respectively, for Westchester Lake Townhomes Homeowners Association, Inc., and they acknowledged before me that they freely and voluntarily executed the same as such officer, under authority vested in them by said corporation. They are personally known to me or have produced _____ and _____ (type of identification) as identification. If no type of identification is indicated, the above-named person is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 16th day of February, 2024.

My commission expires:



[Signature]
Notary Public

Printed Name: Patricia A. Brophy

**AMENDMENTS TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF WESTCHESTER LAKE
TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**

The following are amendments to the Declaration of Covenants, Conditions and Restrictions of Westchester Lake Townhomes Homeowners Association, Inc., originally recorded at Official Records Book 7532, Page 2233, et. seq. of the Public Records of Pinellas County, Florida, and as amended.

New Wording Double-Underlined; Deleted Wording ~~Stricken Through~~ (Except when proposed amendment involves substantial rewording).

Declaration Article I, Section 6 is deleted as follows:

~~Section 6. "Declarant" shall mean and refer to WESTCHESTER LAKES DEVELOPMENT CORPORATION, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.~~

Declaration Article III, Section 1(a) is amended to read as follows:

Section 1. ~~The Association shall have two classes of voting membership:~~
Voting.

(a) ~~Class A. Class A membership shall be all~~ All owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) ~~Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:~~

(1) ~~When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or~~

(2) ~~On December 31, 1992.~~

~~(c) — Class A Voting. There shall be one vote for each Lot owned by one or more Class A members, subject to the following requirements. As to each Lot owned by one or more Class A members, there shall be filed with the Secretary of the Association a "Voting Member Designation Certificate" which shall name one, and one only, of the Owners of such Lot as the "Voting Member" for that Lot. Such Certificate shall be signed by all of the Owners of such Lot and shall, upon filing with the Secretary of the Association, be effective until a new certificate is subsequently duly executed by all owners and filed with the Secretary of the Association. Only the person named in such Certificate, or their duly appointed proxy, shall be allowed to cast the vote for the subject Lot. A Lot which does not have on record with the Secretary of the Association a valid Voting Member Designation Certificate shall not be entitled to a vote, nor shall such percentages or fractions for voting purposes under this Declaration for the Association.~~

~~(d) — Class B Voting. There shall be three (3) votes for each Lot owned by the Class B member and the votes of the Class B member may be cast by any person designated in a Voting Member Designation Certificate in the same manner as for Class A members except that one person may be designated by the Declarant to cast the votes for more than one Lot Owner by the Declarant in a single Certificate.~~

Declaration Article IV, Section 5 is amended to read as follows:

Section 5 – Notice and Quorum for Any Action Authorized Under 2 and 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 2 or 3 shall be sent to all members not less than Thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of ~~each class of the~~ the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be a majority of all votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Declaration Article IV, Sections 7 and 8 are deleted as follows:

~~Section 7. Declarants Common Expenses Assessment. Notwithstanding any provisions of this Declaration or the Association's Articles or By Laws to the contrary, as long as there is Class B membership in the Association, the Declarant~~

shall not be obligated for, nor subject to, any annual assessment for any Lot, Unit or Parcel which it may own, provided;

(a) ~~Annual Assessment.~~ The annual assessment paid by the other Owners shall not exceed the maximum assessment for Common Expenses permitted by Section 3 of this Article; and

(b) ~~Common Expenses.~~ The Declarant shall be responsible for paying the difference between the Association's Common Expenses otherwise to be funded by annual assessments for Common Expenses and the amount received from Owners, other than the Declarant, in payment of the annual assessments for Common Expenses levied against their respective Lots, Units or Parcels. Such difference, herein called "Deficiency" shall be include any reserve for replacements, operating reserves, depreciation services or capital expenditure. The Developer may of any time give written notice to the Association prior to November 30 of a year thereby terminating effective as of December 31 of such year its responsibility for the Deficiency and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot, Unit or Parcel owned by the Declarant shall thereafter be assessed at twenty five (25%) percent of the annual assessment established for Lots, Units or Parcels owned by Class A members other than the Declarant. Such assessment shall be prorated as to the remaining months of the year, if applicable. Upon transfer of title of a Lot, Unit or Parcel owned by the Declarant, the lot, Unit or Parcel shall be assessed in the amount established for the applicable Class for such Lots, Units or Parcels, and prorated as of and commencing with the month following the date of transfer of title. Notwithstanding the foregoing, any Lots, Units or Parcels form which the Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots, units or Parcels owned by Owners other than the Declarant, prorated as of and commencing with the month following the execution of the rental agreement or mortgage or the contact purchaser's entry into possession, as the case may be.

~~Section 8. Date of Commencement of Annual Assessments: Due Dates.~~ The annual assessments provide for herein shall commence as to all Lots on the first day of the month following recording of the Subdivision Plat in the Official Records of Pinellas County, Florida. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of

~~the Association setting forth whether assessments on a specified Lot have been paid. A property executed Certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.~~

Declaration Article X, Section 5 is deleted as follows:

~~Section 5 – FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.~~

Declaration the title of Article IV and Article IV, Section 3 are amended to read as follows:

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

~~Section 3 – Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$660.00.~~

~~(a) — From and after January 1 of the year immediately following the conveyance of the First Lot to an Owner, the The maximum annual assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership. Members shall be provided at least 30 days' notice of the membership meeting at which such vote is taken.~~

~~(b) — From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 15% by a vote of two thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.~~

Declaration Article IV, Section 10 is amended to read as follows:

Section 10 – Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, except as provided herein. Sale or transfer of any Lot shall not affect the assessment lien. ~~However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or~~

~~transfer.~~ The lien for assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure or deed in lieu of foreclosure of a bona fide first mortgage held by an institutional lender. Any lender taking title to a Lot through foreclosure of a first mortgage, or any other transfer in lieu of such foreclosure, shall be liable for any uncollected Assessments, interest, late charges, and/or collection costs pertaining to such Lot in accordance with Florida Law, section 720.3085, as it may be amended from time to time. Any other acquirer of title pursuant to a mortgage foreclosure or deed in lieu of mortgage foreclosure shall be liable for all amounts due at the time of acquisition, including but not limited to, all unpaid assessments, interest, late charges, and/or collection costs and legal fees. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Declaration Article V is amended to read as follows:

ARTICLE V
ARCHITECTURAL CONTROL

No ~~building, fence, wall, dock, or other structure~~ building exterior structural alterations shall be commence, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration to the Lot or any building therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation surrounding structures and topography by the Board of Directors of the Association, ~~or by an architectural committee composed of three (3) or more representatives appointed by the Board.~~ In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Declaration Article VI, Section 1 is amended to read as follows:

Section 1 – Grass, Landscaping and Sprinkler System. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder to the sole extent that the Association shall maintain the grassed and landscaped areas of each Lot in the Properties, including mowing of the grass, customary spraying of lawn only pesticides for pest control and fertilizing the grass and plants and pruning and the common lawn sprinkler system is such system is installed. All

trees, bushes, shrubs, plants that are planted by homeowners are not included in the landscape maintenance.

Declaration Article VI, Section 3 is amended to read as follows:

Section 3. The Association shall maintain the paved/asphalted street and parking areas within the common areas, including streets and sidewalks located within the described community. Maintenance of all walkways to the individual unit entrance and all individual driveways are the responsibility of each homeowner.

Declaration Article VII, Section 1(c) is amended to read as follows:

(c) Nuisances. No nuisances shall be allowed upon the Properties, nor any use or practice which is the source of annoyance to residents or which interferes with the residents. All parts of Properties shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. All personal property shall be stored ~~(including bicycles, barbeque equipment, potted plants, etc.)~~ within the boundaries of the unit, which include the lanai and unit owned property (land and patio) patio.

Declaration Article VII, Section 1(e) is amended to read as follows:

(e) Fences, Hedges, Clothes Poles, Exterior Radio and TV Antennas, Parking and Signs.

(1) No fences or hedges or similar improvements, or additional landscaping shall be erected or planted on any of the common areas, and the same shall not be erected or permitted upon a Lot without written approval of the Association. Fences on Lots must be picket-style or ranch/rail style only. Chain link fences and privacy style fences are not permitted. Maximum fence height is 36 inches. (Perimeter fences installed by Association excluded).

(2) No outdoor clothes drying activities are permitted within view of other Lots.

(3) ~~No garbage or trash containers shall be allowed outside an individual unit.~~ All garbage cans and other garbage containers shall be kept inside the garage or screened to conceal them from view of neighboring Lots and streets, except on the day of collection. Acceptable screens shall be of material and color compatible with the design of the residence and

may include landscaping or fencing. If enclosed, overall height and length shall be kept to the minimum necessary to accomplish the screening.

(4) No signs of any nature whatsoever shall be erected or displayed in windows or upon any of the Properties including common areas and parking areas ~~other than by Declarant~~, except when express prior written approval of the size, shape, content and location thereof has been obtained from the Association. Political signs are prohibited. Signs which are profane or offensive are prohibited.

(5) No exterior radio, television or electronic antenna or aerial may be erected or placed on the Lot or building thereon, except that any attic or "under roof" antenna not visible from any portion of the exterior of any building may be installed by a Lot Owner. No other exterior radio, television or electronic antenna or aerial shall be erected, maintained or operated upon any of the Properties, or buildings, and the erection, maintenance or operation of any of the same is prohibited. Satellite dishes less than one (1) meter in diameter for video and internet are allowed within Federal Regulations, subject to reasonable Rules created by the Association.

(6) The parking of vehicles of any kind upon any of the Properties' roadways is prohibited, except that non-commercial passenger vehicles may be parked (not stored) in areas designated for such parking the common areas. The parking of commercial vehicles, ~~trucks~~, trailers, motor homes, campers, recreational vehicles, boats, boat trailers, and inoperable vehicles of any type on any of the Properties is prohibited unless such items are parked within a garage and kept completely from view from all places on the Properties. Each lot owner may park one ~~(1)~~ passenger (not commercial) vehicles in the driveway for such lot. Maintenance and repair of vehicles shall be within enclosed garages only.

A vehicle or trailer shall be considered one that is used primarily for business (a "commercial vehicle") if it meets one or more of the following conditions:

- A. Registered to a corporate or non-profit entity (i.e., not registered to an individual).
- B. Used to conduct business for profit.
- C. Displays advertising of any business, regardless of ownership, with the exception of an advertisement no larger than a common bumper sticker. Advertising is defined as displaying a business name or logo and one or more of the following:

- 1. Telephone number
- 2. Address (physical or electronic)
- 3. Website (including social media sites)

Such advertising display may be entirely covered by a plain magnet matching the color of the vehicle.

- D. Has equipment either temporarily or permanently attached to the exterior of the vehicle, with the exception of a bicycle, canoe or kayak rack.
- E. Has equipment in the back of a pickup truck when the bed is not covered with a fully enclosed cap (also referred to as a topper). The cap design must be for equipment storage and not one designed to be used as a camper.
- F. Has equipment stored completely inside the vehicle or enclosed truck bed when the windows are not tinted to obscure the visibility of the equipment.
- G. Law enforcement vehicles are exempt from the commercial vehicle classification.

~~(7) No solar film shall be placed on any window of a unit which is visible from any portion of the common elements. This rule may be waived in writing by the Board of Directors where circumstance justify such waiver.~~

~~(8) All drapes, blinds and other window treatments visible from the exterior of a unit are subject to the approval of the Board of Directors. The Board may require any such window treatment to be removed where no prior approval or same has been obtained.~~

Declaration Article VII, Section 1(k) is amended to read as follows:

(k) Perimeter Walls and Fences. The Association may install a perimeter wall or fence along Countryside Boulevard. In areas where the wall or fence will extend onto an Owner's lot, such owner must first agree, in writing, to such installation. Written approval from an owner is only required at the time of initial installation. Once installed, the Association must repair and replace the wall or fence. The Association must also provide maintenance of the exterior, street facing surface of the wall or fence. Maintenance of the interior surface of the wall or fence shall be undertaken by, and at the expense of, the respective owners upon whose lots such perimeter wall or fence is constructed, but only as to such portion of the wall or fence as bounds or is placed on such lot. No Owner shall remove, modify, replace, repair, paint or stain any perimeter wall or fence of the Properties or attach anything whatsoever to such wall or fence or permit the growth of any plant, tree or shrub which shall abut such wall or fence which shall damage, impede or increase the costs of the maintenance of such wall or fence.

Declaration Article X, Section 1 is amended to read as follows:

Section 1 – Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding in law or in equity, all restrictions, conditions,

covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. If the Association employs an attorney to enforce the provisions of this Declaration against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Lot. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Declaration Article X, Section 3 is amended to read as follows:

Section 3 – Amendment. The covenants and restriction of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extend for successive periods of ten (10) years. This Declaration may be amended ~~during the first twenty (20) year period by an instrument signed by not less than a majority of the Lot Owners, and thereafter by an instrument signed by not less than a majority of the Lot Owners.~~ Any amendments must be recorded.

Declaration Article X, Section 4 is deleted as follows:

~~Section 4. Annexation. Additional residential property and Common Areas may be annexed to the Properties with the consent of two thirds (2/3) of each class of members.~~

END OF AMENDMENTS

**AMENDMENTS TO BYLAWS
OF
WESTCHESTER LAKE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**

The following are amendments to the Bylaws of Westchester Lake Townhomes Homeowners Association, Inc., which was originally recorded as Exhibit C to the Declaration of Covenants, Conditions and Restrictions of Westchester Lake Townhomes Homeowners Association, Inc., originally recorded at Official Records Book 7532, Page 2233, et. seq. of the Public Records of Pinellas County, Florida, and as amended.

New Wording Double-Underlined; Deleted Wording ~~Stricken Through~~ (Except when proposed amendment involves substantial rewording).

Bylaws Article III, Section 1 is amended to read as follows:

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held ~~on the same day of~~ in the same month of each year thereafter, ~~at the hour of 7:00 o'clock p.m.~~ If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Bylaws Article IV, Section 1 is amended to read as follows:

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors, who ~~need not~~ must be members of the Association. The Board shall have no more than nine (9) members, with the actual number determined from time to time by the members of the Association, ~~at the annual meeting.~~

Bylaws Article V, Sections 1 and 2 are amended to read as follows:

Section 1. Nomination. ~~Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from~~

~~the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.~~ Prior to each annual meeting, the Board shall prescribe (and communicate to members) the opening date and the closing date of a reasonable filing period ("Candidate Filing Period") in which every eligible person who has an interest in serving as a Director may file as a candidate for such Director position. Any member may nominate himself or herself as a candidate by notice to the Secretary within the Candidate Filing Period.

Proper submission of an intent to be a candidate shall be the only method for a Member to be nominated for election. There shall be no nominations from the floor of the annual meeting. An election is not required if the number of vacancies equals or exceeds the number of candidates.

Section 2. Election. ~~Election to the Board of Directors shall be by secret written ballot.~~ At such an election to the Board of Directors, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

END OF AMENDMENTS