## FRISCIA & ROSS, P.A.

Attorneys and Counselors At Law SUITE 250 5550 WEST EXECUTIVE DRIVE TAMPA, FLORIDA 33609



TEL: (813) 286-0888 FAX: (813) 286-0111

FRANCIS E. FRISCIA BRENTON J. ROSS GEORGE D. ROOT, III

July 20, 2015

Board of Directors The Vineyards at Westchase Owners Association, Inc. c/o 4131 Gunn Highway Tampa, FL 33618

Re: Amendment to Declaration Article IV, Section 2(b)

Dear Board:

Enclosed is the *original* recorded Amendment to the Declaration of Covenants addressing the issue of painting the buildings at least once every seven years.

We will keep a copy for our records. If you have any questions, let me know. It has been a pleasure assisting you in this regad.

Very truly yours,

FRISCIA & ROSS, P.A.

Francis E. Friscia

Email: ffriscia@frpalegal.com

FEF/ajw Enclosure

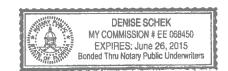
INSTRUMENT#: 2015250702, O BK 23374 PG 1333-1335 06/29/2015 at 12:29:49 PM, **DEPUTY CLERK: SWALKER Pat Frank, Clerk** of the Circuit Court Hillsborough County

## CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE VINEYARDS AT WESTCHASE

We hereby certify that the attached Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for THE VINEYARDS AT WESTCHASE has been adopted in the manner required by Article XI, Section 2 of said Declaration; The Declaration of Covenants, Conditions, Restrictions and Easements for THE VINEYARDS AT WESTCHASE OWNERS ASSOCIATION, INC. were originally recorded in the Official Records of Hillsborough County, Florida, beginning at Official Records Book 9870, beginning at Page 0074, on October 12, 1999; the amendment to Article IV, Section 2(b) of the Declaration has been approved by the required majority \_\_\_, 2015. Attached hereto of the members at the meeting of the membership held on MAY 13,

as Exhibit "A" is the Amendment to Article IV, Section 2(b) of the Declaration. in Hillsborough County, Florida. THE VINEYARDS AT WESTCHASE OWNERS ASSOCIATION, INC. Witness: President Kevin Kwan Kevin Kwan **Print Name** Witness: Print Name STATE OF FLORIDA COUNTY OF HILLSBOROUGH SWORN TO AND SUBSCRIBED before me this 9 day of June 2015, by Kevin Kwan, President of THE VINEYARDS AT WESTCHASE OWNERS ASSOCIATION, INC., on behalf of the corporation. He she is personally known to me or has produced \_ identification and did (did not) take an oath. Notary Public

My Commission expires:



Witness: A Mallet	by: My Mut
VAND RAY CHANDER IT	Attest-Secretary Marissa Martin
Print Name	
Witness: Halams	
Print Name Voloms	
Witness Rons	
JONATHAN GRASS	
Print Name	
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	

SWORN TO AND SUBSCRIBED before me this 9 day of June, 2015, by Marissa Martin, Secretary of THE VINEYARDS AT WESTCHASE OWNERS ASSOCIATION, INC., on behalf of the corporation. He/She is personally known to me or has produced as identification and did (did not) take an oath.

Notary Public

My Commission expires:



## **Proposed Amendment**

Additions indicated by underlining. Deletions indicated by striking through.

## AMENDMENT TO ARTICLE IV, SECTION 2(b) OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE VINEYARDS AT WESTCHASE

Article IV, Sections 2(b) of the Declaration shall be amended and shall read as follows:

Standards, as defined in the Master Declaration.

Responsibility of Owner. The Owner shall provide exterior maintenance as follows, the cost for which each Owner shall be individually responsible: (i) repair, replacement and maintenance of all buildings (including roofs thereof) and other structures located on the Owner's Lot in good condition and repair including, without limitation, painting at least every five seven years the exterior of the buildings and other improvements located on the Owner's Lot; (ii) replacement of any trees or shrubs on the Owner's Lot and trees, shrubs, and lawns or landscapes areas within a fully enclosed yard, patio, or entry area including the rear patios of an Owner's respective Lot; (iii) maintenance, repair, or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty damage within the Lot of an Owner; (iv) repair or replace any property whether upon such Owner's Lot or any other Lot, or the Common Property, which repair or replacement is required because of any gross negligence or the willful act of such Owner or any member of such Owner's family or household, or any invitee of such Owner; (v) washing of lead walks, driveways and exterior building surfaces. All landscape maintenance performed by the Owner shall be at least up to the Community-Wide Standards, as defined in the Master Declaration. All painting shall be done with the same color paint as previously used, unless a different color of paint is approved by the Architectural Control Committee.

Exhibit "A"