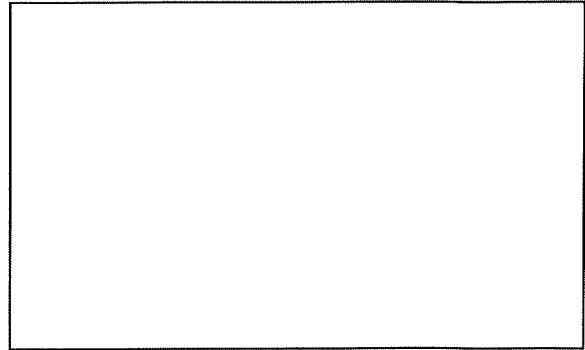


Prepared by and  
when recorded return to:  
Jonathan J. Ellis, Esq.

**SHUMAKER**

Shumaker, Loop & Kendrick, LLP

101 East Kennedy Boulevard  
Suite 2800  
Tampa, Florida 33602  
Phone: (813) 229-7600



**CERTIFICATE OF AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
WESTCHASE & AMENDED AND RESTATED BYLAWS OF WESTCHASE**

Westchase Community Association, Inc., a Florida nonprofit corporation (the “Association”) records this Certificate of Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Westchase and to the Amended and Restated Bylaws of Westchase Community Association, Inc. and states:

**W I T N E S S E T H:**

**WHEREAS**, the Association is governed by the Declaration of Covenants, Conditions and Restrictions for Westchase and Bylaws of Westchase Community Association, Inc. as originally recorded 3/22/91 in O.R. Book 6223, Page 1704 and amended by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Westchase and Bylaws of Westchase Community Association, Inc. recorded 10/15/91 in O.R. Book 6406, Page 149; First Amendment to the Bylaws of Westchase Community Association, Inc. recorded 11/13/92 in O.R. Book 6794, Page 317; First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Westchase recorded 11/13/92 in O.R. Book 6794, Page 323; Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Westchase recorded 2/22/94 in O.R. Book 7297, Page 1210; Second Amendment to the By-laws of Westchase Community Association, Inc. recorded 2/4/94 in O.R. Book 7280, Page 1657; Third Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Westchase recorded 7/2/97 in O.R. Book 8623, Page 784; Third Amendment to the Bylaws of Westchase Community Association, Inc. recorded 12/4/97 in O.R. Book 8817, Page 1307; Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Westchase recorded 12/11/98 in O.R. Book 9376, Page 432; Certificate of Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Westchase and Bylaws of Westchase Community Association, Inc., recorded 3/21/02 in O.R. Book 11508, Page 524; Certificate of Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Westchase and Bylaws of Westchase Community Association, Inc., recorded 9/29/03 in O.R. Book 13153, Page 1844; Certificate of Amendment to The Bylaws of Westchase Community Association, Inc., recorded 2/3/06 in O.R. Book 16074, Page 96; Certificate of Amendment to The Bylaws of Westchase Community

all Members of the Association, the Voting Members did cast their votes in favor of or against certain proposed amendments to the Declaration and Bylaws;

**WHEREAS**, at the above-referenced Meeting, the amendments to the Declaration attached to this Certificate as **Exhibits A** were approved by Voting Members representing at least seventy-five (75%) of the total votes in the Association, in accordance with the Association's governing documents;

**WHEREAS**, at the above-referenced Meeting, the amendments to the Bylaws attached to this Certificate as **Exhibit B** were approved by Voting Members representing at least sixty-six (66%) of the total votes in the Association;

**WHEREAS**, the Association desires to amend the Declaration and Bylaws as provided herein.

**NOW, THEREFORE**, the Association hereby declares and certifies as follows:

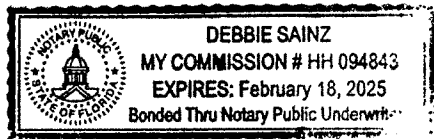
1. The foregoing recitals are true and correct.
2. The amendments attached hereto as **Exhibit A and B** (the "Amendments"), respectively, are true and accurate copies of each amendment approved by the Voting Members.
3. All initially capitalized terms not defined herein or in the Amendments shall have the meaning set forth in the Declaration or Bylaws.
4. With respect to the Amendments, text to be deleted is indicated by strikethrough (~~strikethrough~~) and text to be added is indicated by an underline (underline). Ellipses (. . .) indicate that the language omitted by the ellipsis shall remain unchanged.
5. In the event that there is a conflict between the Amendments and the Declaration, or Bylaws, the Amendments shall control.
6. All provisions of the Declaration and Bylaws are hereby ratified and shall be of full force and affect, except as specifically modified and amended by the Amendments.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the date set forth by the Notary Public below.

<b>WITNESSES</b> Signature: <u>Cyndi Moses</u> Print Name: <u>Cyndi Moses</u> Signature: <u>[Signature]</u> Print Name: <u>Charlotte Adams</u>	<b>WESTCHASE COMMUNITY ASSOCIATION, INC.</b> , a Florida nonprofit corporation By: <u>[Signature]</u> Shawn Yesner, President
--	---

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 4<sup>th</sup> day of August, 2022, by Shawn Yesner, as President of the Westchase Community Association, Inc., a Florida nonprofit corporation, on behalf of the corporation who is  personally known to me, or  has produced \_\_\_\_\_ as identification.



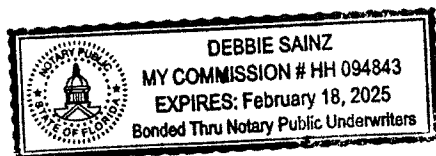
[Signature]  
NOTARY PUBLIC  
Print Name: Debbie Sainz  
My Commission Expires:

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the date set forth by the Notary Public below.

<b>WITNESSES</b> Signature: <u>Cyndi Moses</u> Print Name: <u>Cyndi Moses</u> Signature: <u>[Signature]</u> Print Name: <u>Charlotte Adams</u>	<b>WESTCHASE COMMUNITY ASSOCIATION, INC.</b> , a Florida nonprofit corporation By: <u>[Signature]</u> Keith Heinemann, Secretary
--	--

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 5<sup>th</sup> day of August, 2022, by Keith Heinemann as Secretary of the Westchase Community Association, Inc., a Florida nonprofit corporation, on behalf of the corporation who is  personally known to me, or  has produced \_\_\_\_\_ as identification.



[Signature]  
NOTARY PUBLIC  
Print Name: Debbie Sainz  
My Commission Expires:

**EXHIBIT A**  
**AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION OF**  
**COVENANTS CONDITIONS AND RESTRICTIONS FOR WESTCHASE**  
**COMMUNITY ASSOCIATION, INC.**

**1. Art. I §20 is amended as follows:**

20. "Neighborhood" shall mean and refer to each separately developed and denominated residential area comprised of one (1) or more housing types subject to this Declaration, whether or not governed by an additional owners association, in which owners may have common interests other than those common to all Association Members, such as a common theme, entry feature, development name, and/or common areas and facilities that are not available for use by all Association Members. For example, and by way of illustration and not limitation, each condominium, townhome development, cluster home development, and single-family detached housing development ~~shall~~ may constitute a separate Neighborhood. In addition, each parcel of land intended for development as any of the above ~~shall~~ may constitute a Neighborhood, subject to division into more than one (1) Neighborhood ~~upon development in accordance with this Declaration.~~

**2. Art. I §22 is added as follows:**

Section 22. "Neighborhood Association" shall mean any condominium association or other owners association, other than Westchase Community Association, Inc., having jurisdiction over any part of the Properties.

**\*Subsequent sections are renumbered accordingly.**

**3. Art. III is amended to read as follows:**

Section 1. Membership. Every Owner shall be deemed to have a membership in the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit owned. In the event that the Owner of a Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member, subject to the provisions of this Declaration and the Bylaws. ~~The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Association secretary, subject to the provisions of this Declaration and the Bylaws.~~ Single family Unit votes shall equal one (1.00) vote. Unless otherwise specified in this Declaration or the Bylaws, the vote for each Unit shall be exercised by the Voting Member representing the Neighborhood of which the Unit is a part.

(a) In the event that the Owner of a Unit is more than one (1) person, any person holding an ownership interest shall be deemed to have authority (1) to exercise membership rights, (2) to vote on behalf of the Unit for any matter requiring a membership vote or referendum, (3) to run for election to the Board of Directors, (4) to run for election to a

Voting Member position, and (5) to execute ballots, proxies, waivers and consents. However, if more than one Owner attempts to execute ballots, proxies or consents on behalf of the same Unit and said Owners disagree on how to vote, the Association shall discard such ballots, proxies and consents for those owners as invalid.

(b) In the case of an Owner that is a corporation, partnership, limited liability company, trust, or other legal entity, the chair of the board, an officer, director, managing member or trustee shall be deemed by the Owner entity to have authority (1) to exercise the Owner entity's membership rights, (2) to vote on behalf of the Owner entity, (3) to run for election to the Board of Directors, (4) to run for election to a Voting Member position, and (5) to execute ballots proxies, waivers and consents, unless, before a vote is taken or a waiver or consent is acted upon, it appears pursuant to the Bylaws of the Owner entity or pursuant to a resolution or other written document provided to the Association, that such authority does not exist or is vested in some other person. In the absence of such written documentation being provided to the Association, a person executing any ballots, proxies, waivers, or consents who affirms that he or she is an authorized agent of an Owner entity shall be deemed to be qualified, and fully authorized by the Owner entity. The Association shall not be required to investigate or verify such authority.

(c) A grantor of a trust or a beneficiary of a trust shall be deemed a member of the Association and eligible to serve as a director of the Association, provided that said beneficiary occupies the unit.

Section 2. Neighborhoods. Every Unit shall be located within a Neighborhood. The Units within a particular Neighborhood may be subject to additional covenants, and/or the Unit Owners may all be members of another owners' association ("Neighborhood Association") in addition to the Association, but no such Neighborhood Association shall be required except in the case of a condominium or otherwise as required by law.

(a) Neighborhood Designations. The following Neighborhoods/Neighborhood Associations exist and shall be represented by a single Voting Member.

- 1) Abbotsford
- 2) Arlington Park
- 3) Bennington
- 4) Berkely Square
- 5) Brentford
- 6) Bridges (Baybridge, Sturbridge, and Wakebridge)
- 7) Castleford
- 8) Chelmsford
- 9) Classic Townhomes of West Park Village
- 10) Enclave
- 11) Glencliff
- 12) Glenfield
- 13) Greens (Greencrest, Greenhedges, Greenmont, Greenpoint and Greenspring)
- 14) Harbor Links (Harbor Links and The Estates)
- 15) Keswick Forest

- 16) Kingsford
- 17) Radcliffe
- 18) Reserve at West Park Village
- 19) Saville Row
- 20) Shires (Ayshire, Cheshire, Derbyshire)
- 21) Stamford
- 22) Stockbridge
- 23) Stonebridge Villas
- 24) Townhomes of West Park Village
- 25) Traditional Townhomes
- 26) Village Green
- 27) Villas of West Park Village
- 28) Villas of Woodbridge
- 29) Vineyards
- 30) Single Family Homes of West Park Village
- 31) Woodbay
- 32) Worthington
- 33) Wycliff

(b) (a) Neighborhood Meetings. Except as otherwise provided herein, for any Any Neighborhood that does not have a Neighborhood Association, shall elect a Neighborhood Committee, as described in the Bylaws, to represent the interests of Owners of Units in such Neighborhood. At the meeting to elect the Neighborhood Committee, a quorum of the Owners of Units in the Neighborhood shall be required in order to conduct business at any Neighborhood meeting. For purposes of this section a quorum is defined as thirty percent (30%) of the Owners of Units in the Neighborhood, represented in person or by proxy. If a quorum is not reached, the meeting may be rescheduled.

(c) (b) Additional Services. Each Neighborhood, upon the affirmative vote, written consent, or a combination thereof, of a majority of Owners within the Neighborhood, may request that the Association provide a higher level of service or special services for the benefit of Units in that Neighborhood. Upon the approval of such request by the Board of Directors, the Association shall provide such services and the cost of such services shall be assessed against the Units in that Neighborhood as a Neighborhood Assessment pursuant to this Declaration.

(d) Subdividing/Combining Neighborhoods. Initially, each portion of the Properties that is intended to be subdivided for development as two (2) or more Units at the time it is conveyed by the Declarant or is described on a single plat or series of plats by the same name shall constitute a separate Neighborhood. Upon a petition signed by a majority of the Unit Owners in the Neighborhood, any the Neighborhood may also apply to the Board of Directors to divide the property of the Neighborhood into two (2) or more Neighborhoods, or Upon a petition signed by a majority of the Unit Owners in each of two (2) or more Neighborhoods, the affected Neighborhoods may apply to combine two (2) or more Neighborhoods into one (1) Neighborhood. Any such application shall be in writing and shall include a plat or of survey of the entire parcel that indicates the boundaries of the proposed Neighborhood or Neighborhoods or otherwise identifies the Units within the

proposed Neighborhood or Neighborhoods. ~~A Neighborhood consolidation shall automatically be deemed granted upon the applicant's filing of the required documents with the Board.~~ A Neighborhood consolidation or division requested by the Neighborhood shall be subject to approval by the affirmative vote or written consent, or any combination thereof, of Voting Members representing sixty-six percent (66%) of the votes of the Association of the Board of Directors. The Voting Members Board may deny an application only upon any reasonable grounds, which may include, a determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods. All applications and copies of any denials shall be filed with the books and records of the Association and shall be maintained as long as this Declaration is in effect. If the Voting Members approve any petition to divide or combine Neighborhood(s), this Declaration shall be amended, without a referendum to the Members, and the Board of Directors may sign and record a certificate of amendment to reflect the new Neighborhood(s) without further vote of the Owners or Voting Members.

Section 3. Voting. ~~In Neighborhoods with Neighborhood Associations, any Owner within such Neighborhood designated by the board of directors of that Neighborhood Association, shall serve as the Voting Member for such Neighborhood and A Neighborhood's Voting Member shall cast all votes attributable to Units in the Neighborhood on all Association matters requiring membership vote, unless otherwise specified in this Declaration or the Bylaws. The board of directors for a Neighborhood Association may also designate an alternate Voting Member, who In the absence of the Voting Member, the Neighborhood's alternate Voting Member may cast all votes attributable to Units in the Neighborhood on all Association matters requiring membership vote, in the absence of the Voting Member. The Voting member designated by the board of directors for a Neighborhood Association shall serve at the pleasure of the board of directors for that Neighborhood Association and may be recalled by the board of directors for that Neighborhood Association at any time. Votes cast by a written consent, when permitted, may not be changed without the consent of the Voting Member who submitted the written consent. The Voting Member may cast all such votes as he or she, in his or her discretion, deems appropriate, provided, however, that prior to any vote on the imposition of a Special Assessment, in accordance with this Declaration, or on an amendment to this Declaration or the Bylaws that requires approval by the Voting Members on behalf of the Members, the Association shall cause to be delivered to all Members of the Association a referendum upon which they may indicate their vote on these matters. All such referenda must be returned to the Association before the scheduled vote. Voting Members shall cast the votes as directed by the referendum. The votes of those Members not responding to the referendum shall be cast by the Voting Member at his or her sole discretion. Notwithstanding the foregoing, each Voting Member shall cast only one (1) equal vote for the election or removal of directors from the Board of Directors. Notwithstanding the foregoing, in the absence of the Voting Member and alternate Voting Member for a Neighborhood, all votes actually cast by Owners of units in that Neighborhood shall be cast by the President of the Association.~~

Section 4. Selecting/Electing Voting Members. Voting Members shall be selected or elected to represent the interests of Owners of Units in such Neighborhood as follows:

(a) Eligibility. The Voting Member for a Neighborhood and any alternate Voting Members shall be an Owner or the spouse of any Owner Owners or the spouses of Owners of a lot within the Neighborhood. In the case of an Owner that is a corporation, limited liability company, or partnership, or other legal entity, or in the case of a unit held in trust, the person designated in writing to the Secretary of the Association as the representative of that corporation or partnership shall be eligible to serve as Voting Member shall be as set forth in Article III, Section 1 above.

(b) Selecting Voting Member in Neighborhood Associations. In Neighborhoods with Neighborhood Associations, the Board of Directors for the Neighborhood Association shall designate the Voting Member for such Neighborhood and may also designate one or more alternate Voting Members. The Voting Member and alternate(s) designated by the board of directors for a Neighborhood Association shall serve at the pleasure of the board of directors for that Neighborhood Association and may be recalled by the board of directors for that Neighborhood Association at any time.

(c) Electing Voting Members in Neighborhoods without Neighborhood Associations. Any Neighborhood that does not have a Neighborhood Association shall hold an election to determine their Voting Member once every two years, within the three-month period beginning on December 1 and ending on February 28.

- 1) Not less than sixty (60) days prior to the election, the Association shall publish notice in the World of Westchase Magazine and on the Association's website of the date of the Voting Member election. Such notice shall invite eligible Owners to submit their intent to be a candidate not less than forty-five (45) days prior to the Voting Member election.
- 2) Not less than fourteen (14) days prior to the election, the Association shall deliver notice of the Voting Member election to all Owners in the Neighborhood. Such notice shall include instructions to either vote electronically if the Board has instituted electronic voting or to vote by paper ballot or proxy using the form provided by the Association. Ballots and proxies shall include the name of all eligible candidates who timely submitted their intent to be a candidate. Ballots or proxies may allow owners to write in the name of any candidate they wish to nominate. Secret ballots are not required.
- 3) The ballot or proxy may be mailed, delivered, or electronically transmitted to the Association by the person who is entitled to vote for the Unit at any time prior to the election.
- 4) The election shall be held at an Association facility located within Westchase, unless it would create an unreasonable burden to do so, or, if determined by the Board of Directors to be in the best interest of the Association, such meeting shall be held via real time electronic format in accordance with the Bylaws.
- 5) Half of the Neighborhoods without Neighborhood Associations will hold an election each year.



- 6) If there is no quorum for the election of a Neighborhood's Voting Member, the Association shall not be required to schedule another election; the existing Voting Member shall retain his or her seat or, if there is no existing Voting Member, the vacancy shall be filled as set forth in Section 5, below.
- 7) If there is no Neighborhood Association, the Owner or spouse of an Owner elected to the Neighborhood Committee The candidate who receives the most votes at that Neighborhood's biennial Neighborhood Committee election shall serve as that Neighborhood's Voting Member; and the Owners (or spouses of Owners, as the case may be) in that Neighborhood candidate(s) who receive the next highest number of votes, arranged in descending order, shall serve as the alternate Voting Member(s), in that order. Notwithstanding the foregoing, if the person who receives the most votes chooses not to be the Voting Member, he or she shall be the last alternate and the person with the next highest number of votes who agrees to be the Voting Member shall be declared the Voting Member. In addition, if If a Voting Member resigns as a Voting Member, he or she shall become the last alternate for that Neighborhood until either the replacement Voting Member resigns or is removed or the next Neighborhood Voting Member election is held. If a Neighborhood has no alternate Voting Member, an alternate may be appointed by a favorable vote of majority of the Voting Members present at a meeting, with each Voting Member casting one (1) vote. All candidates for the alternate Voting Member position must be an Owner or spouse of an Owner in the respective Neighborhood.
- 8) In Neighborhoods without a Neighborhood Association, the Elected Voting Members shall serve a term of two (2) years or until their successors are elected. The elected Voting Member together with the alternate Voting Members, up to a total of three (3) members shall serve on the Neighborhood Committee, as described in the Bylaws, to represent the interests of Owners of Units in Neighborhoods without Neighborhood Associations. Neighborhoods without Neighborhood Associations shall hold an election to determine their Voting Member once every two years, within the three month period beginning on December 1 and ending on February 28. The election shall be held at an Association facility located within Westchase, unless it would create an unreasonable burden to do so. Half of the Neighborhoods without Neighborhood Associations will hold an election each year. The transition process will be determined by the Board of Directors.

~~The Voting Member may cast all such votes as he or she, in his or her discretion, deems appropriate, provided, however, that prior to any vote on the imposition of a Special Assessment, in accordance with this Declaration, or on an amendment to this Declaration or the Bylaws that requires approval by the Voting Members on behalf of the Members, the Association shall cause to be delivered to all Members of the Association a referendum upon which they may indicate their vote on these matters. All such referenda must be returned to the Voting Member of a Member's Neighborhood at least forty-eight (48) hours before the scheduled vote. Voting Members shall cast the votes as directed by the referendum. The votes of~~

~~those Members not responding to the referendum shall be cast by the Voting Member at his or her sole discretion. Notwithstanding the foregoing, each Voting Member shall cast only one (1) equal vote for the election or removal of directors. Notwithstanding the foregoing, in the absence of the Voting Member and alternate Voting Member for a Neighborhood, all votes actually cast by Owners of units in that Neighborhood shall be cast by the President of the Association.~~

Section 5. Removal of Voting Members and Filling Vacancies. A Voting Member may be removed and replaced in accordance with any of the following provisions:

(a) Any Voting Member from a Neighborhood may be removed by the Owners of Units in that Neighborhood pursuant to the provisions of Article III, Section 5, of the Bylaws, which is made applicable to Neighborhood operations by Article V, Section 3, of the Bylaws, provided, however, when applying said sections of the Bylaws to Neighborhood operations, the term "Voting Member" shall refer to the Owners of Units within the Neighborhood and the term "director" shall refer to the Voting Member from a Neighborhood;

(b) The Voting Member of any Neighborhood that is not represented by such Voting Member or any alternate Voting Member for three (3) consecutive meetings of the Voting Members or any six (6) meetings of the Voting Members in any twelve (12) month period shall be removed as a Voting Member upon the affirmative vote or written consent, or a combination thereof, of a majority of the Voting Members, with each Voting Member casting one (1) vote. If an alternate is present at a meeting on behalf of a Voting Member, or if a Voting Member submits a written consent with respect to the matters to be voted on at any such meeting, the Voting Member shall not be considered "absent" for the purposes of this Section; or

(c) Notwithstanding any other provision in this Declaration or the Articles or Bylaws of the Association, any Voting Member may be removed, with or without cause, by the affirmative vote or written consent, or a combination thereof, of seventy-five percent (75%) of the Voting Members, with each Voting Member casting one (1) vote. Any Voting Member so removed shall not be eligible to serve as a Voting Member for one (1) year from the date of removal.

(d) If a Voting Member vacancy arises in any Neighborhood because a candidate was not determined at the Neighborhood's election; a resignation transpired in progress of a term; a Voting Member was removed, pursuant to paragraph (b) of this section, or other extenuating circumstances prevented a Voting Member from fulfilling his or her responsibilities, and the Neighborhood in which the Voting Member vacancy exists does not have an alternate Neighborhood Voting Member, the Voting Member vacancy may be filled by a favorable vote of majority of the Voting Members present at a meeting, with each Voting Member casting one (1) vote. All candidates for the Voting Member vacancy must be an Owner in the respective Neighborhood.

(e) Any Voting Member removed in accordance with the provisions hereof shall be replaced by the next most senior alternate Voting Member from his or her Neighborhood.

**4. Art. IV §2 is amended as follows:**

...

All maintenance required by this Section shall be performed in a manner consistent with the Communitywide Restrictions and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to a Neighborhood pursuant to any additional declaration of covenants applicable to a particular Unit. In addition to any other enforcement rights available to the Association, if any Owner fails properly to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Unit and the Owner thereof in accordance with this Declaration; however, ~~when~~ unless entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

**5. Art. V §1 is amended as follows:**

...

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses of the Association and shall be included in the Common Assessment, as defined in Article I and as more particularly described in this Declaration, provided that in the discretion of the Board of Directors, premiums for insurance on Exclusive Common Areas may be included in the Neighborhood Assessment of the Neighborhood or Neighborhoods benefited thereby, unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance meets the coverage requirements set forth in this Declaration. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and, in the event of multiple parties, shall be allocated in proportion prior to the amount each party's loss bears to the total.

...

**6. Art. V §4 is amended as follows:**

Section 4. Disbursement of Proceeds. If the damage or destruction ~~for which the proceeds of insurance policies held by the Association are paid~~ is to be repaired or reconstructed, the proceeds of insurance policies held by the Association, or such portion thereof as may be required for that purpose, shall be disbursed in payment of those repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying those costs of repair or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event that no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

**7. Art. IX §3 is amended as follows:**

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use any recreational facilities on the Common Area. ~~In addition, the Board, in accordance with Article III, Section 20, of the Bylaws, shall be entitled to suspend any services provided by the Association to any Owner or such Owner's Unit in the event that such Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association.~~ The Board shall have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Association.

**8. Art. XI §1(a) is amended as follows:**

(a) Modifications Committee.

The Board of Directors shall establish a Modifications Committee to consist of at least three (3) and no more than ~~five (5)~~ seven (7) persons, all of whom shall be appointed by, and shall serve at the discretion of, and may be removed with or without cause by, the Board of Directors. ~~The Board of Directors may also appoint no more than two (2) additional alternate members of the Modifications Committee, who shall serve at the discretion of, and may be removed with or without cause by, the Board of Directors. The alternate members shall serve in the absence of a regular member of the Modifications Committee. ...~~

The Board shall promulgate procedures governing the areas of responsibility and practice of the Modifications Committee, consistent with this Declaration. Procedures promulgated by the Board shall be published in writing. In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations shall be submitted to the Modifications Committee for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. The Modifications Committee shall have sole discretion and authority to approve or disapprove such plans and specifications. The Modifications Committee may consult with an architect, engineer, or similar professional, who shall be compensated for any professional services rendered, regarding the approval of any plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her Unit or to paint the interior of the Unit any color desired; however, modifications or alterations to the interior of screened porches, patios, and similar portions of a Unit visible from outside the Unit shall be subject to approval hereunder. In the event that the Modifications Committee fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after receipt, the plans shall be deemed ~~approved~~ denied.

**9. Art. XI §6 is amended as follows:**

Section 6. No Liability. Review and approval of any application pursuant to this Article is made on the basis of the provisions of this Declaration, the Guidelines, and any rules and regulations that may be promulgated from time to time by the Association, and neither any committee nor the Association shall bear any responsibility for ensuring the structural integrity, desirability, safety, or soundness of approved construction or modifications or for ensuring compliance with building codes and other governmental requirements or restrictions or requirements of any Neighborhood or Supplemental Declaration, or for ensuring that modifications or alterations affect or do not affect water retention on Lots. Neither the Association nor the Board of Directors nor any committee or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Unit.

**10. Art. XII §1 is amended as follows:**

Section 1. Signs. Except security system signs installed consistent with applicable law, landscaping pesticide treatment signs, and permit boxes posted during construction, no sign of any kind shall be erected within the Properties without the written consent of the Board of Directors. One "For Sale" or "For Rent" sign is allowed on the property (but not on the area between the sidewalk and the street). If permission is granted to any Person to erect a sign within the Properties, the Board reserves the right to restrict the size, color, lettering and placement of such sign. The Board of Directors shall have the right to erect signs as it, in its sole discretion, deems appropriate.

**11. Art. XII §2(a) and (b) are amended as follows:**

Section 2. Parking and Prohibited Vehicles

(a) Parking. Between the hours of 10:00 PM and 7:00 AM, vehicles ~~Vehicles~~ shall be parked only in the garages or on the driveways, if any, serving the Units or in appropriate spaces ~~or designated areas~~ designated by the Board of Directors, in which parking may or may not be assigned, and then subject to such reasonable rules and regulations as the Board of Directors, or any Neighborhood Association, if any, having concurrent jurisdiction over parking areas within the Neighborhood, may adopt. No portion of any vehicle may be parked on any grass, sod, or lawn or sidewalk. The Association may designate certain on-street parking areas for visitors or guests, subject to reasonable rules and regulations. No garage shall be converted to dwelling space or enclosed, modified, or otherwise used so as to reduce its capacity for parking vehicles below that originally approved. Garage doors visible from any street within the Properties shall remain closed except during ingress or egress or when the garage is actively being used by the Owner or occupant. No vehicle may be parked in a location that impedes ingress or egress.

(b). Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on or visible from the exterior indicating a trade or occupation or tools or equipment visible from the exterior indicating a trade or occupation, vehicles equipped with a ladder rack or other rack or storage system used or designed for commercial purposes, vehicles primarily used or designed for commercial purposes, as well as tractors, mobile homes, recreational

vehicles, trailers (either with or without wheels), campers, camper trailers, conversion vans, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board or by the Neighborhood Association, if any, having jurisdiction over parking areas within a particular Neighborhood. As used herein "Conversion van" shall refer to a self-propelled motor vehicle converted to provide temporary living quarters. However, conversion vans modified only and exclusively for the transportation of a disabled or handicapped ~~resident~~ person, and whose size precludes parking in the resident's garage, may park in the resident's driveway. The owner of such a van must possess a current state issued handicap hang tag or license plate. With respect to vehicles on which there is commercial writing or which have tools or equipment visible from the exterior indicating a trade or occupation, such vehicles shall be parked only in enclosed garages or areas, if any, designated by the Board or the Neighborhood Association regardless of whether the owner or operator attempts, in any manner or through any means, including the use of magnetic panels or labels, tarpaulins, canvas, plastic sheeting, or tape, to temporarily conceal such writing, tools, or equipment while the vehicle is parked on the Properties. For purposes of this Subsection, official fire department vehicles, code enforcement vehicles or vehicles owned by the County and a-any vehicle owned by a law enforcement agency or assigned to a law enforcement officer shall not be considered a commercial vehicle. Stored vehicles and vehicles that are either obviously inoperable or do not display current license plates shall not be permitted on the Properties except within enclosed garages. For purposes of this Section, "inoperable" means unable to operate on its own power or to be driven lawfully on the highways of the State of Florida. Also for purposes of this Subsection, a vehicle shall be considered stored if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for any part of each of fourteen (14) consecutive days without the prior approval of the Board. Use of a protective cover for less than fourteen (14) days is allowed as long as the cover is maintained in good condition with no stains, holes, tears, or fading and as long as a valid, unexpired license plate is visible. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Properties during daylight hours and then only for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or Common Area. Any vehicle parked in violation of this Subsection or parking rules promulgated by the Board may be towed in accordance with the Bylaws.

**12. Art. XII §6(d) is amended as follows:**

Section 6. Unightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit or any improvement thereon, including but not limited to, the following:

- ...
- (d) windows, doors, and trim ~~members~~;
- ...

**13. Art. XII §7(a) is amended as follows:**

(a) One Meter or Less. Satellite dishes one meter (39 inches) or less in diameter shall be (i) mounted, installed, attached, or placed in the rear yard of the Property or Unit

unless this requirement unreasonably impairs the viewer's ability to receive reception of an acceptable quality, in which case this requirement shall be diminished only to the extent absolutely necessary to allow reception of an acceptable quality, avoid any increase in cost of installation, or avoid any delay in installation; (ii) mounted, installed, attached, or placed no higher than absolutely necessary to obtain reception of acceptable quality or does not increase the cost of installation or delay the installation; (iii) located so that it is not visible from the street or the adjoining property unless this requirement unreasonably impairs the viewer's ability to receive reception of an acceptable quality, increases the cost of installation, or delays the installation, in which case this requirement shall be diminished only to the extent absolutely necessary to allow a reasonable cost and acceptable quality; and (iv) screened with landscaping (except for antennas that are attached to the home at or above the first-story eaves) unless this requirement unreasonably impairs the viewer's ability to receive reception of an acceptable quality, increases the cost of installation or delays the installation, in which case this requirement shall be diminished only to the extent absolutely necessary to allow the viewer to receive a signal of acceptable quality and does not increase the cost of installation or delay the installation. This use restriction is subject to Section 207 of the Telecommunications Act of 1996 and shall comply with any future amendments thereto.

**14. Art. XII § 12 is amended as follows:**

Section 12. Pools and Spas. ...

All swimming pools are to adhere to the setback requirements outlined in ~~this Declaration applicable laws or Guidelines promulgated by the Voting Members.~~ Swimming pool accessories, such as ladders, slides, and waterfalls, must not be over six (6) feet in height. All spas and mechanical equipment shall be shielded completely from neighbors' view by approved fencing or vegetation from the time of installation.

**15. Art. XII §14 is amended as follows:**

Section 14. Tents, Trailers, and Temporary Structures. Except as may be permitted by the Association during construction within the Properties or by federal, state or local authorities subsequent to a natural disaster, no tent, utility shed, shack, trailer, or other structure of a temporary nature shall be placed upon a Unit or any part of the Properties. Notwithstanding, PODS or similar storage containers may be placed on driveways unless the driveway won't accommodate such containers in which case they may be in the street. Such containers must be removed within 14 days of drop off unless an extension is approved by Association's management staff or by the Board. Dumpsters used during renovations or construction within a Unit shall be placed on the driveway only and must be removed within 14 days of drop off unless an extension is approved by Association's management staff or by the Board. The foregoing shall not apply to any tent, trailer, or temporary structure erected or maintained by the Association for any Association-sponsored or Association-approved function or event, or to FEMA temporary housing supplied and utilized for a period not to exceed eighteen (18) months subsequent to a natural disaster.

**16. Art. XII §15 is amended as follows:**

Section 15. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than the Association may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. The Association hereby reserves for itself a perpetual easement across the Properties for the purpose of altering drainage and water flow. Notwithstanding anything to the contrary herein, the Association shall not be required to take any action to affect or alter drainage and water flow on or within Units. Septic tanks and drain fields are prohibited on the Properties.

**17. Art. XII §20 is amended as follows:**

Section 20. Lighting. Seasonal decorative lights may be displayed on Units from ~~October 15 to November 7 and from Thanksgiving Day to January 15 of each calendar year~~ in accordance with the Guidelines. All other exterior lighting must be approved by the Modifications Committee in accordance with the applicable Guidelines.

**18. Art. XII §32 is amended as follows:**

Section 32. Awnings. No fixed awnings of any type are permitted on any Unit. However, awnings which are original to a Unit are allowed to be replaced or updated with like kind structure and/or style when necessary. Original and/or grandfathered awnings will be accepted as originally approved. Retractable awnings are allowed subject to the applicable Guidelines.

**19. Art. XII §35 is amended as follows:**

Section 35. Westchase Residential Guidelines. The Voting Members shall promulgate Guidelines to be known as the Westchase Residential Guidelines (also referred to as a "Guideline" or as the "Guidelines"), to assist Owners or the Modification Committee, Variance Committee and Covenants Committee in the application of this Declaration. A Guideline may be approved to cover all Units within Westchase, ~~or a Guideline may be limited by its terms to or less than all Units within Westchase, of the Neighborhoods; or a~~ A Guideline which does not apply to all Units within Westchase shall specify the Neighborhood(s) or section(s) delineated on a plat to which the Guideline applies; such Guidelines shall be referred to as "Individual Neighborhood Section Guidelines" or "INSGs". A Guideline may also be limited by its terms to a Neighborhood or section within West Park Village. Owners must be notified of the meeting of the Voting Members at which any new Guideline, or any amendment to an existing Guideline is to be approved. ~~In the event a proposed structure or improvement, or any other proposed modification, addition, or alteration, is not specifically addressed or permitted in this Declaration or the Guidelines, then such proposed structure, improvement, modification, addition, or alteration shall be deemed prohibited by this Declaration and the Guidelines and shall not be made, erected, constructed, or installed on any Unit.~~

...  
(b) Individual Neighborhood Section Guidelines limited by its terms to less than



all of the Neighborhoods. New INSGs or amendments to existing INSGs may be proposed, drafted and approved according to the following procedures.

(i) New or amended INSGs may be proposed by:

1. The Neighborhood Committee(s) governing the Neighborhood(s) or section(s) to which the new or amended INSG will apply; or
2. A committee of residents, chaired by a Neighborhood's Voting Member, formed to propose updates or amendments to the Neighborhood's INSG; or
3. The Board of Directors for the Neighborhood Association(s) governing the Neighborhood(s) to which the new or amended INSG will apply; or
4. A petition signed by twenty percent (20%) of the residents who will be subject to the new or amended INSG.

(ii) Once proposed, a new or amended INSG will be sent to the Association's legal counsel for review. The exact language of the new or amended INSG will be drafted by counsel and delivered to the Association's manager.

(iii) New or amended INSGs A Guideline that is limited by its terms to less than all of the Neighborhoods may be approved or amended upon:

1. ~~The (i) the affirmative vote or written consent, or any combination thereof, of fifty-one percent (51%) of the Owners in each any Neighborhood identified in that Guideline or amended Guideline or section who will be subject to the new or amended INSG; or~~
2. ~~The the affirmative vote or written consent, or any combination thereof, of a majority of the directors of the Neighborhood Association, if any, of each any Neighborhood that will be subject to the new or amended INSG identified in the Guideline or amended Guideline; and~~
3. ~~The (ii) the affirmative vote or written consent, or any combination thereof, of two-thirds (2/3) of the Voting Members present in person or by an alternate, or through written consent, at a meeting of the Voting Members called for that purpose at which the new or amended Guideline is considered, with each Voting Member casting one (1) vote; and~~
4. ~~If the INSG will apply to a Neighborhood or Section within West Park Village, then approval also requires the affirmative vote or written consent, or any combination thereof, of two-thirds (2/3) of the West Park Village Voting Members at a meeting of the Voting Members, with each Voting Member casting one (1) vote.~~

(iv) By way of illustration, if an INSG applies to several Neighborhoods or sections that do not have Neighborhood Associations and the amendment will remove one (1) Neighborhood or section from the INSG, the amendment may be proposed by the Neighborhood Committee or by a petition signed by 20% of the Owners of Units who will no longer be subject to the INSG. After counsel drafts the necessary language, the Amendment must be approved by fifty-one percent (51%) of the Owners in the

Neighborhood who will no longer be subject to the INSG and by two-thirds (2/3) of the Voting Members present in person or through written consent at a meeting at which the amendment is considered. If an INSG applies to several Neighborhoods or sections that do not have Neighborhood Associations and the amendment will change the Guideline applicable to only two (2) Neighborhoods or sections, the amendment may be proposed by the Neighborhood Committees for the two (2) sections or by 20% of the Owners of Units in each Neighborhood or Section that will be subject to the change. It will only be effective in the two Neighborhoods or sections if fifty-one percent (51%) of the Owners in each of the two Neighborhoods or sections independently approves the amendment and the amendment is approved by two-thirds (2/3) of the Voting Members present in person or through written consent at the meeting at which the amendment is considered. If fifty-one percent (51%) of the Owners in one of the two Neighborhoods or sections fails to approve the proposed amendment, the amendment will not be effective as to that Neighborhood or section.

~~(e) Guideline applicable only to a Neighborhood or Neighborhoods within West Park Village. A Guideline which applies only to a Neighborhood or Neighborhoods within West Park Village may be approved or amended upon:~~

- ~~(i) the affirmative vote of fifty one percent (51%) of the Owners within the Neighborhood in West Park Village identified in the Guideline or amended Guideline, or the affirmative vote of a majority of the directors of the Neighborhood Association, if any, of the Neighborhood in West Park Village identified in the Guideline or amended Guideline; and~~
- ~~(ii) the affirmative vote of two thirds (2/3) of the West Park Village Voting Members with each Voting Member casting one (1) vote; and~~
- ~~(iii) the affirmative vote or written consent, or any combination thereof, of two thirds (2/3) of Voting Members present in person or by an alternate, or through written consent, at a meeting of the Voting Members called for that purpose, with each Voting Member easting one (1) vote.~~

~~When new Guidelines or changes to existing Guidelines are to be considered by the Voting Members, consideration of Guideline amendments must occur over a minimum of two Voting Member meetings held in different months.~~

Owner approval for proposed or amended INSGs may be obtained by written consent or by vote at a meeting, called by the Voting Member for the Neighborhood or section identified in the proposed or amended INSG. Notice of any meeting at which any proposed or amended INSG is to be considered by the Owners must be mailed, delivered, or electronically transmitted to the Owners affected by the proposed or amended INSG and posted conspicuously on the property not less than fourteen (14) days in advance of the meeting.

Voting Members may but are not required to consider proposed or amended Guidelines until after the requisite number of votes or written consents are obtained from Owners. Notice of any meeting of the Voting Members at which any new Guideline, or any amendment to an existing Guideline is to be considered must be mailed, delivered, or electronically transmitted to all Owners and posted conspicuously on the property not less than fourteen (14) days in advance of the meeting. The notice must Owners must be notified of both the intent and effect include the language of the proposed Guideline amendment(s)

and the time and place of the meeting at which ~~they~~ the proposed Guideline amendment(s) will be presented for ~~initial discussion~~ approval by the Voting Members. Notice may be delivered to any member who resides in Westchase of this initial meeting and the intent and effect of the ~~proposed Guideline amendments~~ must be made in through the Association's newsletter, at least six days before the meeting.

~~Notice of the subsequent meeting at which Voting Members will vote upon the proposed Guideline amendments must be made in a later edition of the Association's newsletter at least six days before that meeting. This notice should also include a description of the intent and effect of the proposed Guideline amendments.~~

**20. Art. XIII §11 is deleted as follows:**

~~Section 11. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.~~

**\*Subsequent sections are renumbered accordingly.**

**21. Art. XIV §1(b) is amended as follows:**

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; however, notwithstanding this provision, any eligible holder of a first mortgage is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under this Declaration or the Bylaws of the Association that is not cured within sixty (60) days;

**22. Art. XIV §4(b) is amended as follows:<sup>1</sup>**

(b) The consent of Voting Members representing at least seventy-five percent (75%) of the votes cast shall be required to materially amend any provisions of the Declaration, Bylaws, or Articles of Incorporation of the Association or to add any material provisions thereto that establish, provide for, govern, or regulate any of the following:

- (i) Voting rights attributable to a unit;
- (ii) Assessment shares, ~~assessment liens, or~~ and subordination of such assessment liens;
- (iii) ~~reserves for maintenance, repair, and replacement of the Common Area;~~
- (iv) ~~insurance or fidelity bonds;~~

---

<sup>1</sup> This amendment was approved by VMs representing at least 75% of votes cast in order to pass.

- ~~(v) — rights to use the Common Area;~~
- ~~(vi) — responsibility for maintenance and repair of the Properties;~~
- ~~(vii) — expansion or contraction of the Properties or the addition, annexation, or withdrawal of Properties to or from the Association;~~
- ~~(viii) — boundaries of any Unit;~~
- ~~(ix) — leasing of Units;~~
- ~~(x) — establishment of self-management by the Association where professional management has been required by an eligible holder; or~~
- ~~(xi) — any provisions included in the Declaration, Bylaws, or Articles of Incorporation that are for the express benefit of holders, guarantors, or insurers of first mortgages on Units.~~

**23. Exhibit A to the Declaration is amended as follows:**

**Exhibit A to Declaration**

**Land Initially Submitted:**

Westchase Unit #110 as per plat recorded in Plat Book 70, page 7 of Public Records, Hillsborough County, Florida.

Recorded in OR Book 6406, page 216.

**Land Subsequently Submitted:**

Westchase Unit 201 as per plat recorded in Plat Book 71, Page 24 of the Public Records of Hillsborough County, Florida.

Recorded at OR Book 6587, page 1916

Westchase Unit 221 as per plat recorded in Plat Book 70, Page 55 of the Public Records of Hillsborough County, Florida.

Recorded at OR Book 6623, page 049

Westchase Unit 203 as per plat recorded in Plat Book 70, Page 44 of the Public Records of Hillsborough County, Florida.

Recorded at OR Book 6697, page 1212

Westchase Section 115 as per plat recorded in Plat Book 71, Page 71 of the Public Records of Hillsborough County, Florida.

Recorded at OR Book 6787, page 279

Westchase Section 223 as per plat recorded in Plat Book 71, Page 73 of the Public Records of Hillsborough County, Florida.

Recorded at OR Book 6787, page 285

Westchase Section 221 (Revised), A Replat of Westchase Section 221, as per plat recorded in Plat Book 71, Page 72 of the Public Records of Hillsborough County, Florida.

Recorded at OR Book 6807, page 0880

Westchase Section 117 as per plat recorded in Plat Book 73, Page 13 of the Public Records of Hillsborough County, Florida.

Recorded at OR Book 7253, page 1485

All Lots, Tracts and Parcels within the Plat of Westchase Section "104" as recorded in Plat Book 74, Pages 10-1 through 10-3, in the Public Records of Hillsborough County, Florida.

Recorded at OR Book 7471, page 297

All Lots, Tracts and Parcels within the Plat of Westchase Section "225", "227" and "229" as recorded in Plat Book 74, Pages 14-1 through 14-12, in the Public Records of Hillsborough County, Florida.

Recorded at OR Book 7471, page 299

All Lots, Tracts and Parcels within the Plat of Westchase Section "370" as recorded in Plat Book 75, Pages 71-1 through 71-6, in the Public Records of Hillsborough County, Florida.

Recorded at OR Book 7818, page 1188

All Lots, Tracts and Parcels within the Plat of Westchase Section "371" as recorded in Plat Book 75, Pages 72-1 through 72-5, in the Public Records of Hillsborough County, Florida.

Recorded at OR Book 7818, page 1190

All Lots, Tracts and Parcels within the Plat of Westchase Section "373" and "411" as recorded in Plat Book 77, Pages 14-1 through 14-7, in the Public Records of Hillsborough County, Florida.

Recorded at OR Book 8051, page 1952

All Lots, Tracts and Parcels within the Plat of Westchase Section "372" as recorded in Plat Book 77, Pages 15-1 through 15-6, in the Public Records of Hillsborough County, Florida.

Recorded at OR Book 8051, page 1954

All of Lots 3, 4, 5 and 6, according to the plat of WESTCHASE SECTION "412", as recorded in Plat Book 77, Page 38, Public Records of Hillsborough County, Florida.

Recorded at OR Book 8109, page 1993

All of Parcels, "B", "F" and "G", according to the plat of WESTCHASE SECTION "412", as recorded in Plat Book 77, Page 38, Public Records of Hillsborough County, Florida.

Recorded at OR Book 8109, page 1993

A parcel of land lying in Section 17, Township 28 South, Range 17 East, Hillsborough County, Florida, being more particularly described as follows:

From the Northwest corner of the Northeast 1/4 of said Section 17, run thence along the North boundary of said Northeast 1/4 of Section 17, S.89°45'50"E., 7.47 feet to a point on the West boundary of LINEBAUGH AVENUE WEST 2ND EXTENSION, according to the plat thereof as recorded in Plat Book 71, Page 8, Public Records of Hillsborough County, Florida, thence along said Westerly boundary, S.09°06'08"W., 98.52 feet to a point on a curve, said point also being the POINT OF BEGINNING, thence continue along said Westerly boundary, Southeasterly, 55.31 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 90°32'18" (chord bearing S.35°37'43"E., 49.73 feet) to a point of tangency, said point also being the Northwest corner of COUNTRYWAY BOULEVARD 2ND EXTENSION, according to the plat thereof as recorded in Plat Book 71, Page 7 Public Records of Hillsborough County, Florida, thence along the Westerly boundary of said COUNTRYWAY BOULEVARD

2ND EXTENSION, the following seven (7) courses, 1) S.09°38'26"W., 137.68 feet, 2) S.09°10'20"W., 179.15 feet 3) S19°21'41"W., 99.31 feet to a point on a curve, 4) Westerly, 40.49 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 92°48'27" (Chord bearing S.68°02'31" W., 36.21 feet), 5) S24°26'44"W., 70.00 feet to a point on a curve, 6) Southerly, 40.49 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 92°48'27" (chord bearing S.19°09'03"E., 36.21 feet), 7) S.27°57'09"W., 30.53 feet, thence N.61°20'52"W., 20.19 feet to a point on a curve, thence Westerly, 21.84 feet along the arc of a curve to the left having a radius of 15.00 feet and a central angle of 83°24'51" (chord bearing S.84°13'31"W., 19.96 feet) to a point of reverse curvature, thence Westerly, 216.82 feet along the arc of a curve to the right having a radius of 155.00 feet and a central angle of 80°08'55" (chord bearing S.82°35'33"W., 199.57 feet) to a point of tangency, thence N.57°20'00"W., 283.03 feet, thence N.86°30'04"W., 51.56 feet, thence N.11°59'45"E., 144.74 feet, thence N.11°20'33"E., 65.74 feet, thence N.11°09'18"E., 124.53 feet, thence N.11°36'39"E., 107.59 feet, thence N.11°57'26"E., 97.23 feet, thence S.83°44'33"E., 199.25 feet, thence S.78°42'27"E., 180.13 feet to a point on a curve, thence Easterly, 163.98 feet along the arc of a curve to the right having a radius of 8924.00 feet and a central angle of 01°03'10 (chord bearing S.81°25'27"E., 163.98 feet) to the POINT OF BEGINNING. Containing 8.039 acres, more or less.

Recorded OR Book 8145, page 0246

All of Lots 7, 8, 26, 27, 65 and 66, according to the Plat of WESTCHASE SECTION "412", as recorded in Plat Book 77, Page 38, Public Records of Hillsborough County Florida.

Recorded OR Book 8157, page 1117

Westchase Section "375", as per plat recorded in Plat Book 77, Page 61 of the public records of Hillsborough County, Florida.

Recorded at OR Book 8147, Page 441

~~Recorded at OR Book 8157, page 1121~~

All of Lots 25, 28, 39, 40, 41 and 42, according to the plat of WESTCHASE SECTION "412", AS RECORDED IN Plat Book 77, page 38, Public Records of Hillsborough County, Florida.

Recorded at OR Book 8200, page 1788

Berkeley Square, as per plat recorded in Plat Book 78, Page 55 of the public records of Hillsborough County, Florida.

Recorded at OR Book 8239, Page 161

All Lots, Tracts and Parcels within the Plat of Westchase Section "374" as recorded in Plat Book 78, Pages 51-1 through 51-4, in the Public Records of Hillsborough County, Florida.

Recorded at OR Book 8258, page 0622

All of Lots 9, 10, 17, 18, 61 and 62, according to the plat of WESTCHASE SECTION "412", as recorded in Plat Book 77, Page 38, Public Records of Hillsborough County, Florida.

Recorded at OR Book 8265, page 0704

All of Lots, 11, 12, 23, 24, 51, 52, 53, 54, 57, 58, 59, 60, 63 and 64, according to the plat of WESTCHASE SECTION "412", as recorded in Plat Book 77, Page 38, Public Records of Hillsborough County, Florida.

Recorded at OR Book 8285, page 1445

All of Lots 37, 38, 47, 48, 55 and 56, according to the plat of WESTCHASE SECTION "412", as recorded in Plat Book 77, page 38, Public Records of Hillsborough County, Florida.

Recorded at OR Book 8324, page 1322

All of Lots 43, 44, 49, and 50, according to the plat of WESTCHASE SECTION "412", as recorded in Plat Book 77, Page 38, Public Records of Hillsborough County, Florida.

Recorded at OR Book 8347, page 0862

All of Lots 15, 16, 19, and 20, according to the plat of WESTCHASE SECTION "412", as recorded in Plat Book 77, Page 38, Public Records of Hillsborough County, Florida.

Recorded at OR Book 8379, page 0426

All of Lots 13, 14, 31 and 32, according to the plat of Westchase Section "412", as recorded in Plat Book 77, Page 38 of the public records of Hillsborough County, Florida.

Recorded at OR Book 8427, Page 726

Westchase Section "414", as per plat recorded in Plat Book 81, Page 47 of the public records of Hillsborough County, Florida.

Recorded at OR Book 8444, Page 812

A parcel of land lying in the Southwest 1/4 of Section 15, Township 28 South, Range 17 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northeast corner of the Northeast 1/4 of said Southwest 1/4 of Section 15, run thence along the North boundary of said Northeast 1/4 of the Southwest 1/4 of Section 15, N.89°07'44"W., 225.00 feet to the Northeast corner of WESTCHASE SECTION "412", according to the plat thereof as recorded in Plat Book 77, Page, 38, Public Records of Hillsborough County, Florida; thence along the East boundary of said WESTCHASE SECTION "412", S.01°09'09"W., 343.00 feet to the Southeast corner of said WESTCHASE SECTION "412"; thence along the South boundary of said WESTCHASE SECTION "412", N.89°07'44"W., 796.02 feet of the POINT OF BEGINNING; thence S.00°52'16"W., 780.66 feet to the point on a curve; thence Westerly, 234.31 feet along the arc of a curve to the right having a radius of 430.00 feet and a central angle of 31°13'15" (chord bearing N.85°59'22"W., 231.42 feet) to a point of compound curvature; thence Northwesterly, 111.80 feet along the arc of a curve to the right having a radius of 330.00 feet and a central angle of 19°24'42" (chord bearing N.60°40'23"W., 111.27 feet); thence S.01°16'58"W., 69.25 feet; thence S.01°08'02"W., 179.92 feet; thence S.01°06'14"W., 150.53; thence S.01°50'49"W., 23.68 feet to a point on a curve on the Northerly right-of-way line of LINEBAUGH AVENUE WEST 1ST., EXTENSION, according to the plat thereof as recorded in Plat Book 70, Page 53. Public Records of Hillsborough County, Florida; thence along said Northerly right-of-way line the following five (5) courses: 1) Westerly, 67.57 feet along the arc of a curve to the right having a radius of 2236.00 feet and a central angle of 01°43'53" (chord bearing N.71°24'53"W., 67.57 feet) to a point of tangency; 2) N.70°32'56"W., 40.81 feet; 3) N.67°06'33"W., 200.01 feet; 4) N.70°32'56"W., 221.45 feet to a point of curvature; 5) Northwesterly, 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.25°32'56"W., 35.36 feet) to a point of tangency, said point also being the Southeast corner of MONTAGUE STREET, according to the plat of WESTCHASE SECTION "373" and "411", as recorded in Plat Book 77, Page 14, Public Records of Hillsborough County, Florida; thence along the

Easterly right-of-way line of said MONTAGUE STREET the following four (4) courses: 1) N.19°27'04"E., 187.77 feet; 2) N.13°49'01"E., 101.61 feet to a point of curvature; 3) Northerly, 402.07 feet along the arc of a curve to the left having a radius of 1030.00 feet and a central angle of 22°21'57" (chord bearing N.02°38'03"E., 399.52 feet) to a point of reverse curvature; 4) Northerly, 376.91 feet along the arc of a curve to the right having a radius of 770.00 feet and a central angle of 28°02'45" (chord bearing N.05°28'26"E., 373.16 feet) to the Southwest corner of the aforesaid WESTCHASE SECTION "412"; thence along the South boundary of said WESTCHASE SECTION "412", the following two (2) courses: 1) S.70°30'11"E., 378.02 feet; 2) S.89°07'44"E., 362.30 feet to the POINT OF BEGINNING.

Recorded at OR Book 8444, page 0815-A

All of Lots 21, 22, 45, and 46, according to the plat of WESTCHASE SECTION "412", as recorded in Plat Book 77, Page 38, Public Records of Hillsborough County, Florida.

Recorded at OR Book 8457, page 1554

All of Lots 1, 2, 29, 30, 33, 34, 35 and 36, according to the plat of WESTCHASE SECTION "412", as recorded in Plat Book 77, Page 38, Public Records of Hillsborough County, Florida.

Recorded at OR Book 8502, page 1805

All Lots, Tracts and Parcels within the Plat of West Section 376 as recorded in Plat Book 80, Pages 5-1 through 5-5, in the Public Records of Hillsborough County, Florida.

Recorded at OR Book 8611, page 0548

All Lots, Tracts and Parcels within the Plat of Westchase Section 378 as recorded in Plat Book 79, Pages 78-1 through 78-4, in the Public Records of Hillsborough County, Florida.

Recorded at OR Book 8611, page 0550

All Lots, Tracts and Parcels within the Plat of Westchase Section "377" as recorded in Plat Book 81, Pages 10-1 through 10-7, in the Public Records of Hillsborough County, Florida.

Recorded at OR Book 8640, page 1502

All Lots, Tracts and Parcels within the Plat of Westchase Section 205 as recorded in Plat Book 80, Pages 56-1 through 56-5, in the Public Records of Hillsborough County, Florida.

Recorded at OR Book 8640, page 1503

Westchase Section "211", as per plat recorded in Plat Book 83, Page 55 of the public records of Hillsborough County, Florida.

Recorded at OR Book 8816 Page 1793

A parcel of land lying in Section 17, Township 28 South, Range 17 East, Hillsborough County, Florida, being more particularly described as follows:

BEGINNING at the Northeast corner of COUNTRYWAY BOULEVARD 2ND EXTENSION, according to the plat thereof as recorded in Plat Book 71, Page 7, Public Records of Hillsborough County, Florida, also be a point of curvature on the Southerly boundary of LINEBAUGH AVENUE WEST 2ND EXTENSION, according to the plat thereof as recorded in Plat Book 71, Page 8 Public Records of Hillsborough County, Florida; run thence along said Southerly boundary of LINEBAUGH AVENUE WEST 2ND EXTENSION, the following six (6) courses: 1) Northeasterly, 54.98 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 90°00'00"



(chord bearing N.54°38'28"E., 49.50 feet) to a point of tangency; 2) S.80°21'34"E., 168.56 feet to a point of curvature; 3) Easterly, 101.32 feet along the arc of a curve to the right having a radius of 1224.00 feet and a central angle of 04°44'34" (chord bearing S.77°59'17"E., 101.29 feet) to a point of tangency; 4) S.75°37'00"E., 171.81 feet to a point on a curve; 5) Southeasterly, 452.88 feet along the arc of a curve to the right having a radius of 1236.00 feet and a central angle of 20°59'36" (chord bearing S.57°07'48"E., 450.35 feet) to a point of tangency; 6) S.46°37'58"E., 138.84 feet; thence S.43°22'02"W., 120.00 feet; thence SOUTH, 37.82 feet; thence N.88°28'40"W., 65.73 feet; thence S.58°51'59"W., 209.17 feet; thence N.63°27'51"W., 251.18 feet; thence S.79°22'13"W., 157.78 feet; thence S.10°29'30"W., 201.74 feet; thence N.60°00'00"W., 111.65 feet; thence N.89°32'49"W., 368.07 feet to a point on a curve on the Easterly boundary of the aforesaid COUNTRYWAY BOULEVARD 2ND EXTENSION; thence along said Easterly boundary, the following three (3) courses: 1) Northeasterly, 407.32 feet along the arc of a curve to the left having a radius of 1350.00 feet and a central angle of 17°17'14" (chord bearing N.25°55'54"E., 405.78 feet) to a point of tangency; 2) N.17°17'19"E., 180.39 feet; 3) N.09°38'26"E., 158.13 feet to the POINT OF BEGINNING. Containing 12.019 acres, more or less.

Recorded at OR Book 8816, page 1797

All Lots, Tracts and Parcels within the Plat of Westchase Section 305 and 306A as recorded in Plat Book 83, Pages 64-1 through 64-8, in the Public Records of Hillsborough County, Florida.

Recorded at OR Book 9188, page 1765

Westchase Section "303", as per plat recorded in Plat Book 83, Page 77 of the public records of Hillsborough County, Florida.

Recorded at OR Book 9230, Page 1468

All Lots, Tracts and Parcels within the Plat of Westchase Section 302 and 304 as recorded in Plat Book 79, Pages 10-1 through 10-11, in the Public Records of Hillsborough County, Florida.

Recorded at OR Book ~~9386-8447~~, page 0142-15

All Lots, Tracts and Parcels within the Plat of Westchase Section 322 as recorded in Plat Book 83, Pages 97-1 through 97-6, in the Public Records of Hillsborough County, Florida.

Recorded at OR Book 9386, page 0142

Westchase Section "323", as per plat thereof recorded in Plat Book 84, Page 62 of the public records of Hillsborough County, Florida.

Recorded at OR Book 9555, Page 549

All Lots, Tracts and Parcels within the Plat of Westchase Section 307 as recorded in Plat Book 85, Pages 37-1 through 37-13, in the Public Records of Hillsborough County, Florida.

Recorded at OR Book 9648, page 1476

Lots 50, 51, 52, 53, 54, 55A, 55B, 56, 57, 58, 59, 60A and 60B of the Plat of Westchase Section 322 revised as recorded in Plat Book 84, Pages 64-1 through 64-2, in the Public Records of Hillsborough County, Florida.

Recorded at OR Book 9658, page 1759

All Lots, Tracts and Parcels within the Plat of Westchase Section 306B as recorded in Plat Book 85, Pages 36-1 through 36-6, in the Public Records of Hillsborough County,

Florida.

Recorded at OR Book 9690, page 1456

Westchase Section "323" Revised, as per plat recorded in Plat Book 85, Page 74 of the public records of Hillsborough County, Florida.

Recorded at OR Book 9787, Page 319

All of Lots 1, 2, 3, 4, 5 and 6, Block 2 within the plat of WESTCHASE SECTION 325A as recorded in Plat Book 85, Page 77-1 through 77-6, in the Public Records of Hillsborough County, Florida.

Recorded at OR Book 9799, page 0424

All Lots, Tracts and Parcels within the Plat of Westchase Section 214 as recorded in Plat Book 85, Page 60-1 through 60-4, in the Public Records of Hillsborough County, Florida.

Recorded at OR Book 9857, page 0411

All Lots, Tracts and Parcels within Westchase Section 214 Replat as recorded in Plat Book 90, at Page 97, in the public records of Hillsborough County, Florida.

Recorded at OR Book 9857, Page 0410.

Lots 1, 2, 3, 4, 5 and 6, Block 1; Lots 1, 2, 3, 4, 5 and 6, Block 3; Lots 1, 2, 3 and 4, Block 4; Lots 1, 2, 3, 4 and 5, Block 5; Lots 1, 2, 3, 4 and 5, Block 6; Lots 1, 2, 3, 4, 5 and 6, Block 7; Lots 1, 2, 3, 4, 5 and 6, Block 8; and Lots 1, 2, 3, 4, 5 and 6, Block 9 of Westchase Section "325A", according to the map or plat thereof as recorded in Plat Book 85, at Page 77 of the Public Records of Hillsborough County, Florida.

Recorded at OR Book 9867, page 0975

Westchase Section "430A", as per plat recorded in Plat Book 85, Page 42 of the public records of Hillsborough County, Florida.

Recorded at OR Book 9870, Page 74

Westchase Section "430B", as per plat recorded in Plat Book 88, Page 38 of the public records of Hillsborough County, Florida.

Recorded at OR Book 9870, Page 74

Lots 1 through 16, inclusive, Block 1; 1 through 7, inclusive, Block 2; Lots 1 through 7, inclusive, Block 3; Lots 1 through 5, inclusive, Block 4; Lots 1 through 8, inclusive, Block 5; Lots 1 through 6, inclusive, Block 6; Lots 1 through 10, inclusive, Block 7; Lots 1 through 6, inclusive, Block 8; Lots 1 through 25, inclusive, Block 9; Lots 1 through 10, inclusive, Block 10; Lots 1 through 8, inclusive, Block 11; and Lots 1 through 6, inclusive, Block 12, within the plat of Westchase Section 324 as filed in Plat Book 87, Pages 77-1 through 77-12, of the Public Records of Hillsborough County, Florida.

Recorded at OR Book 10256, page 1868

Lots 1 through 12, inclusive, Block 2; Lots 1 through 12, inclusive, Block 3; Lots 1 through 10, inclusive, Block 4; Lots 1 through 10, inclusive, Block 5; Lots 1 through 8, inclusive, Block 6; Lots 1 through 7, inclusive, Block 7; Lots 1 through 6, inclusive, Block 8, and Lots 1 through 4, inclusive, Block 9 of Westchase Section "326", as per plat recorded in Plat Book 90, Page 31 of the public records of Hillsborough County, Florida and the supplement Recorded at OR Book 10845, Page 725

Westchase Section 326 Partial Replat, as per plat recorded in Plat Book 91, Page 91 of the public records of Hillsborough County, Florida and supplement recorded at OR Book 10845, Page 725.

Westchase Section 326 Tract D-3 – Partial Replat, as per plat recorded in Plat Book 128, Page 260 of the public records of Hillsborough County, Florida.

Recorded at OR Book 24780, Page 1981.

Worthington at West Park Village Condominium, as per Condominium Plat Book 19, Pages 126, 177, 145, 64, 98, 104, 120, 92, 86 and 74, and Condominium Plat Book 22, Page 222, all of the public records of Hillsborough County, Florida.

Recorded at OR Book 12208, Page 1241

Arlington Park Condominium, as per Declaration recorded in Official Records Book 14544, Page 100 of the public records of Hillsborough County, Florida.

Recorded at OR Book 14544 Page 52

All of Tract C-4 of WESTCHASE SECTION 324, according to the plat thereof as recorded in Plat Book 87, Page 77, Public Records of Hillsborough County, Florida.

Recorded at OR Book 14544, page 53

All Lots, Parcels and Tracts of Tracts "P-1" and "P-2" of WESTCHASE SECTION "324" TRACT "C-5", according to the map or plat thereof as recorded in Plat Book 93, Page 2, of the Public Records of Hillsborough County, Florida.

Recorded at OR Book 15305 PG 849 and 11805 PG 1697

Each Recorded in Public Records of Hillsborough County, Florida

...

**EXHIBIT B**  
**AMENDMENTS TO THE AMENDED AND RESTATED BYLAWS OF**  
**WESTCHASE COMMUNITY ASSOCIATION, INC.**

**24. Art. II §2 is amended as follows:**

Section 2. Place of Meetings. Meetings of the Association, including meetings of the Voting Members, the Board of Directors and any Committee, shall be held at a suitable place convenient to the Members as may be designated by the Board of Directors; or, to the extent permitted by law, and subject to rules, guidelines and procedures as the Board may adopt, meetings of the Association may be held by means of remote communication, online video conferencing or other real-time electronic format (referred to hereafter as "Remote Communication"). Use of Remote Communication for meetings may be in addition to or in lieu of a physical location, as determined by the Board. At any meeting held by means of Remote Communication, Members and Voting Members who are not physically present shall be deemed present in person if:

- (a) Reasonable means are used to verify that each person deemed present and authorized to vote by means of Remote Communication is a Member or Voting Member; and
- (b) Members and Voting Members are provided with a reasonable opportunity to read or hear the proceedings of the meeting substantially concurrent with the proceedings, to participate in the meeting, to speak with reference to all items opened for discussion or included on the agenda and to vote on matters submitted to the Members or Voting Members, as applicable.

**25. Art. II § 5 is amended as follows:**

Section 5. Special Meetings. The President of the Board of Directors may call special meetings of the Voting Members at his or her discretion. In addition, it shall be the duty of the President to call a special meeting of the Voting Members if so directed by a petition signed by at least three (3) members of the Board of Directors or in response to a petition signed by at least eight (8) Voting Members or by Voting Members representing at least twenty percent (20%) of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. The notice shall also state the place and/or, if applicable, instructions for attending via Remote Communication. No business shall be transacted at a special meeting except as stated in the notice.

**26. Art. II § 6 is amended as follows:**

Section 6. Notice of Voting Member Meetings. Written or printed notice stating the date, time, place and/or instructions for attending via Remote Communication, day, and hour or any meeting of the voting Members shall be delivered, either personally or by electronic

mail (e-mail) to the extent permitted by law, to each Voting Member entitled to vote at such meeting, not less than ten (10) or more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. Such notice is not required to be delivered to any Member of the Association who is not a Voting Member but shall be posted at Association notification sites at least forty-eight (48) hours prior to the meeting. To the extent any meeting will be held via Remote Communication, the notice shall provide instruction for any Member to attend via Remote Communication.

**27. Art. II §13 is amended as follows**

Section 13. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. The Voting Members may, by majority vote, adopt an agenda for any regular meeting. In the absence of a majority vote by the Voting Members, the agenda for any regular meeting shall be determined by the President, who may, but is not required to accept requests from the Voting Members regarding agenda items.

**28. Art. IIIA §1 is amended as follows:**

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, with each Director having one (1) vote. The Directors shall be Members or spouses of Members; however, no person and his or her spouse may serve on the Board at the same time. In the case of an Owner that is a corporation, partnership, limited liability company, trust, or other legal entity the person ~~designated in writing to the Secretary of the Association as the representative of that entity shall be eligible to serve as a Director~~ authorized under Article III, Section 1 of the Declaration shall be eligible to serve as a Director.

**29. Art. III A §5 is amended as follows:**

Section 5. Removal of Directors and Filling of Vacancies. ~~Any Director who has three (3) consecutive absences from Board meetings or who is absent from four (4) meetings of the Board in any twelve (12) month period shall be removed as a Director and shall be replaced by a Director selected by a vote of the Voting Members.~~ Any Director may be removed, with or without cause, by a vote of the Voting Members holding a majority of the votes entitled to be cast for the election of that Director, one vote per Voting Member. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall then and there be elected by the Voting Members to fill the vacancy for the remainder of the term of that Director.

Any Director who is delinquent in the payment of any assessment or other charge due the Association for more than ~~thirty (30)~~ ninety (90) ~~shall be deemed to have abandoned his or her seat on the board days may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present,~~ and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability,

or resignation of a Director, a vacancy may be declared by the Board, and it may appoint a successor to fill the vacancy for the remainder of the term of that Director.

**30. Art. III §12 is amended as follows:**

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings. The agenda for any regular meeting shall be determined by the President, or by a majority vote of the Board of Directors.

**31. Art. III §20 is amended as follows.**

Section 20. Enforcement. The Board has the power to impose reasonable fines in an amount not greater than \$100 per day per violation for a continuing violation, not to exceed \$2,000, against any Owner, tenant, occupant of a Unit, guest or invitee of an Owner or guest or invitee of a tenant, and to suspend any alleged violator's right to use the Common Area for violation of any duty, covenant, or restriction imposed under the Declaration, these Bylaws, or any duly adopted rules and regulations. For violations other than continuing violations, fines may be imposed in an amount not greater than \$100 per day. Nothing herein shall authorize the Association or the Board of Directors to limit ingress to or egress from a Unit. In the event that any tenant, occupant of a Unit, guest, or invitee of an Owner or guest or invitee of a tenant violates the Declaration, Bylaws, or a rule or regulation, and a fine is imposed, ~~if the fine is not paid by the tenant, occupant of a Unit, or guest or invitee of an Owner within the time period set by the Board, the Owner shall pay the fine upon notice from the Association~~ the Owner shall be jointly and severally liable for the fine and shall receive the same notice and opportunity for hearing that is given to the tenant, occupant of a Unit, guest or invitee before imposition of the fine. If an Owner fails to pay a fine within the time period set by the Board, the fine shall automatically be treated as a special assessment against less than all Members levied by the Board in accordance with Article X, Section 4(b), of the Declaration. Such assessment may become a lien against the property in accordance with Article X. To the extent that an Owner receives notice and an opportunity for hearing as set forth in this Section, the Owner shall not be entitled to additional notice and hearing before the fine is treated as a special assessment against less than all Members under Article X, Section 4(b) of the Declaration. The failure of the Association to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Association to do so thereafter. The notice, hearing, and appeal rights set forth in this Section shall not apply to the imposition of a fine or sanction or the suspension of the rights of an Owner by the Association due to the Owner's failure to pay assessments or other charges due to the Association.

(a) Notice of Violation. Prior to the imposition of any fine, suspension or sanction hereunder that relates or pertains to the condition of a lot, unit or improvement or to the unauthorized modification of a lot, unit or improvement, the Association or its delegate agent shall serve the alleged violator with written notice describing the nature of the alleged violation and requesting that the violation be remedied within a specific time period.

Notwithstanding the foregoing, the Association shall not be required to send an initial notice of violation or provide an opportunity to remedy any violation that relates or pertains to the behavior of any person.

...

(g) Fees and Costs. Notwithstanding anything to the contrary herein contained, the Association is entitled to recover all fees and costs incurred in enforcing the Declaration, these Bylaws, or the rules and regulations of the Association, regardless of whether suit is filed. Such fees and costs may include, without exclusion, mailing charge and any attorney's fees, paralegal charges and costs directly related to the violation, including, without exclusion, demand letters, presuit mediation letters, and attendance at any meeting, mediation or other proceeding related to the violation. Such charges are due within thirty days of the date of any demand.

**32. Art V §3 Neighborhood Committees.**

Section 3. Neighborhood Committees. Except as otherwise provided in this paragraph, the members of each Neighborhood Committee shall be elected by the vote of Owners of Units within that Neighborhood at an annual meeting of such Owners. Any director elected to the Board of Directors from a Neighborhood shall be an ex officio member of the committee. It shall be the responsibility of the Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. A Neighborhood Committee may advise the Board on any other issue but shall not have the authority to bind the Board of Directors.

In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the procedures and requirements applicable to the Board of Directors set forth in Article III. The Voting Member selected by a Neighborhood shall serve as Each Neighborhood Committee shall elect a chairperson for the Neighborhood Committee and from among its members who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board of Directors.