

The Property Group of Central Florida  
11902 Race Track Road  
Tampa  
FL 33626

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DEPUTY CLERK: AHOLTZMAN Pat Frank,  
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**CERTIFICATE OF AMENDMENT TO THE  
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WESTCHESTER PHASE 1, A FLORIDA ASSOCIATION NOT FOR PROFIT**

WE HEREBY CERTIFY THAT the FIFTH AMENDMENT to the Declaration of Covenants, Conditions & Restrictions for Westchester Phase 1, as described in Official Records Book O.R. 9574, Page 79 of the Official Records of Hillsborough County, Florida, together with all amendments thereto (First Amendment recorded in O.R. Book 9633, Page 1707; Second Amendment recorded in O.R. Book 9845, Page 199; Third Amendment recorded in O.R. Book 10441, Page 926; Fourth Amendment recorded in O.R. Book 10607, Page 1388 and Modification recorded in O.R. Book 14949, Page 1869 and Supplement to Declaration recorded in O.R. Book 10202, Page 1838), was duly approved in the manner required therein at a meeting originally called April 29<sup>th</sup>, 2009 and continued through to July 22<sup>nd</sup>, 2009.

IN WITNESS WHEREOF, we have affixed our hands this 2<sup>ND</sup> day of SEPTEMBER, 2009, in Hillsborough County, Florida.

**WESTCHESTER OF HILLSBOROUGH  
HOMEOWNERS ASSOCIATION, INC.**

By: 

President: BRADLEY LAWRENCE

WITNESSES:



Signature of Witness # 1

LEIGH SLEMENT

Printed Name of Witness # 1



Signature of Witness # 2

BLENDA YARBROG

Printed Name of Witness # 2

Attest: 

JENNIFER LEUSCHNER, Secretary

STATE OF FLORIDA            )  
COUNTY OF HILLSBOROUGH    )

The foregoing instrument was acknowledged before me this 2 day of September 2009 by Bradley Lawrence and Jennifer Leuschner to me known to be the President and Secretary of Westchester of Hillsborough Homeowners Association Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced drivers license and drivers license as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

**SUSAN SORRELLS**  
Notary Public, State of Florida  
My Comm. Expires April 12, 2013  
No. DD859608

Susan Sorrells  
NOTARY PUBLIC

Susan Sorrells  
Printed Name of Notary Public

FIFTH AMENDMENT to the Declaration of Covenants, Conditions &  
Restrictions of Westchester Phase 1

1. Article VIII, Section 6 is amended with substantial change as follows:

~~“Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except as hereinafter provided” for Declarant—“and except that real estate brokers, Owners and their agents may show Dwellings for sale or lease; nor shall anything be done on any Lot which may become a nuisance, or an unreasonable annoyance to the neighborhood.”—Every person, firm or corporation purchasing a Lot recognizes that Declarant, its agents or designated assigns, have the right to (i) use Lots or houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain fluorescent lighted or spotlight furnished model homes in the Properties open to the public for inspection seven (7) days per week for such hours as are deemed necessary. Declarant’s rights under the preceding sentence shall terminate on December 31, 2010, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Hillsborough County, Florida. It is the express intentions of this Section that the rights granted Declarant to maintain sales offices, general business offices and model homes shall not be restricted or limited to Declarant’s sales activity relating to the properties, but shall benefit Declarant in the construction, development and sale of such other property and Lots which Declarant may own.~~

Business Use: No garage sale, moving sale, rummage sale or similar activity shall be permitted without prior written approval of the Board of Directors. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this section.

*Please Note: New language is indicated by underlining; deleted text is indicated by strike throughs; unaffected text indicated by “...”*

2. Article VIII is amended to add a new Section, named Section 21; no current language is affected:

Occupancy: Except as provided in this paragraph, no more than a single family shall occupy each Dwelling. For purposes of this paragraph, a "single family" shall mean one (1) or more persons related by blood, adoption, or marriage. If persons occupying a Unit are

not all related by blood, adoption or marriage, then occupancy of such Unit shall be limited to a maximum of two (2) persons and their respective children. "By blood" shall include only children, grandchildren, grandparents, brothers, sisters, parents, wives and husbands, and no other kinship. Notwithstanding anything contained herein, in no event shall the occupancy of any Dwelling be greater than two (2) persons per bedroom; provided the Board of Directors in its sole discretion may allow more occupants than otherwise permitted by this paragraph in order to accommodate hardship cases. "Occupancy" shall be deemed to mean staying overnight in a Unit for a total of more than thirty (30) days, either consecutively or non consecutively, in any year. The Board shall have the further authority to promulgate rules to maintain the integrity hereof.

*Please Note: New language is indicated by underlining.*

3. Article VIII is amended to add a new Section, named Section 22; no current language is affected:

Notwithstanding anything to the contrary contained herein, there shall be a limit of 7% of the homes subject to this Declaration under rental or lease at any given time. Based upon 368 homes, the total number of units that may be leased is 26.

*Please Note: New language is indicated by underlining.*

4. Article VIII is amended to add a new Section, named Section 23; no current language is affected:

All rental or leased properties must maintain and obtain full landscaping service including pest control, lawn fertilization and tree and shrub pruning and trimming. The Board may take such actions as may be necessary including rule promulgation to implement this requirement.

*Please Note: New language is indicated by underlining.*

5. Article VIII is amended to add a new Section, named Section 24; no current language is affected:

No dwelling shall be rented or leased for a period of less than 1 year.

*Please Note: New language is indicated by underlining.*

6. Article VIII is amended to add a new Section, named Section 25; no current language is affected:

No home will be rented or leased without the Owner obtaining a written agreement signed by the prospective occupants wherein they agree to abide by the Declaration of Covenants, Conditions and Restrictions for Westchester. Such documents are to be kept by the respective Owner and made available to the Association upon request.

*Please Note: New language is indicated by underlining.*